

**AGENDA**  
**Plans and Programs Policy Committee**

**May 20, 2009**

**1:00 p.m.**

**(NOTE TIME CHANGE)**

**SANBAG Offices**  
**1170 W. 3<sup>rd</sup> Street, SANBAG 1<sup>st</sup> Floor Lobby**  
**San Bernardino, CA 92410**

**Plans and Programs Committee Membership**

**Chair**

*Mark Nuaimi, Mayor*  
*City of Fontana*

**East Valley Representatives**

*Bea Cortes, Council Member*  
*City of Grand Terrace*

*Richard Riddell, Mayor*  
*City of Yucaipa*

*Larry McCallon, Council Member*  
*City of Highland*

**West Valley Representatives**

*Diane Williams, Mayor Pro Tem*  
*Rancho Cucamonga*

**Vice Chair**

*Paul Eaton, Mayor*  
*City of Montclair*

**Mountain/Desert Representatives**

*Bill Jahn, Mayor Pro Tem*  
*Big Bear Lake*

*Rick Roelle, Mayor*  
*Town of Apple Valley*

*William Neeb, Council Member*  
*Town of Yucca Valley*

**San Bernardino County**  
*Brad Mitzelfelt, Supervisor*

*Paul Biane, Supervisor*

*Neil Derry, Supervisor*

*Josie Gonzalez, Supervisor*

*Gary Ovitt, Supervisor*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

*The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

*The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

*The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

*The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Plans and Programs Policy Committee**  
**May 20, 2009**  
**1:00 p.m.**

**LOCATION:**  
**San Bernardino Associated Governments**  
**1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby, San Bernardino**

*CALL TO ORDER - 1:00 p.m.*  
*(Meeting chaired by Mayor Mark Nuaimi)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Joanne Cook

**1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of May 20, 2009** Pg. 7

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minute summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**2. Plans and Programs Attendance Roster** Pg. 9

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

***Notes/Action***

## Discussion Calendar

### Regional and Quality of Life Program

**3. Award contract for the Construction and Installation of Pg. 11  
Detection/Monitoring Stations on State Route (SR) 210**

1. Award contract No. 08-146 to High-Light Electric, for the Construction of Detection/Monitoring Stations on SR 210, for \$103,700, plus a 10% contingency, for an amount not-to-exceed \$114,070, as outlined in the financial impact section below, and
2. Amend the Fiscal Year (FY) 2008/2009 Budget, to increase Task Number 70609000 by \$114,070 to fund this activity. Funding source Measure I Valley Transportation Management and Environmental Enhancement (TMEE) Funding, as outlined in the financial impact section below.

**Michelle Kirkhoff**

**4. Agreement with the Riverside County Transportation Commission Pg. 23  
(RCTC) for the implementation of San Bernardino County Trip Reduction/Ridesharing services, as well as 511 development and implementation**

Execute Agreement No. 09-190 with RCTC, from July 1, 2009, through June 30, 2010, for an amount not-to-exceed \$1,900,500, as outlined in the Financial Impact Section below. **Michelle Kirkhoff**

**5. Contract No. 09-197 with Ron DeLaby for Call Box Recovery Pg. 36  
Services**

Approve Contract No. 09-197, with Ron DeLaby, to provide recovery services for call box knockdowns throughout San Bernardino County from July 1, 2009 through June 30, 2012, in an amount not to exceed \$90,000.00, as outlined in the Financial Impact Section below.

**Michelle Kirkhoff**

### Project Development

**6. Approve Contract No. C09124 with Parsons for Program Pg. 50  
Management and Other Specialty Professional Services**

Approve Contract No. C09124 with Parsons for Program Management and Other Specialty Professional Services by the Plan & Programs Policy Committee followed by ratification by the SANBAG Board in an amount not to exceed \$18,681,751. **Garry Cohoe**

**Subregional Transportation Planning & Programming****7. Quarterly Administrative Report on SANBAG Federal Funding Programs Pg. 85**

1. Receive report on quarterly reporting and obligation status.
2. Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

**8. Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) Apportionment Balances and Obligation Authority Delivery Status for Fiscal Year (FY) 2008/09 Pg. 90**

Receive status report on CMAQ and RSTP Apportionment Balance and Obligation Authority (OA) delivery for FY08/09 **Ty Schuiling**

**9. Programming Action to prevent TEA-21 and ISTEA earmark funds from being rescinded after September 30, 2009 Pg. 92**

1. Receive report on the possibility of rescinding unobligated TEA-21 and ISTEA earmark funds by Congress.
2. Approve staff recommendation on timely obligation of the subject TEA-21 and ISTEA funds by September 30, 2009 through urgent FTIP Amendment #16. **Ty Schuiling**

**10. Scope of Work for Updating the Big Bear Modal Alternatives Analysis Pg. 95**

1. Approve the Scope of Work in concept (Attachment 1)
2. Approve two-year, \$500,000 funding strategy as follows:
  - a. Southern California Association of Governments (SCAG) Contribution \$250,000 (\$125,000/year)
  - b. 1:1 match of SCAG Contribution:
    - i. Inland Valley Development Agency - \$62,500/year
    - ii. Measure I Traffic Management Systems (TMS) funds-
      - \$31,250/year from the Valley
      - \$31,250/year from the Mountains Subarea
3. Approve loan from Valley Traffic Management/Environmental Enhancement or Traffic Management Systems (TMS) Programs to the Mountains TMS Program if total available Mountains TMS Program revenues are less than the necessary \$31,250/year contribution during the period of work, to be repaid to the source of the loan(s) at the earliest possible time with Mountain TMS revenue.
4. Approve proportionate reduction in Measure I funds if other contributors are identified. **Ty Schuiling**

**11. Contract No. 09-179 with Advantec Consulting Engineers for Design and Implementation for the San Bernardino Valley Coordinated Traffic Signal System Program – Tiers 3 & 4 Pg. 104**

Award Contract No. 09-179 with Advantec Consulting Engineers for Design and Implementation of the San Bernardino Valley Coordinated Traffic Signal System Program – Tiers 3 & 4 by the Plans and Programs Committee to be ratified by the Board of Directors at the June 3, 2009 meeting. Total cost for Contract No. 09-179 is \$2,587,878 as detailed in the Financial Impact Section. Task 701000.  
**Ty Schuiling**

**12. Project Advancement Agreements Pg. 149**

- 1) Receive information on requests for additional Project Advancement Agreements from the Cities of Rancho Cucamonga, Rialto, Chino, Highland, and the County of San Bernardino to rectify issues associated the expenditure of funds on Nexus Study Projects prior to the execution of a PAA.
- 2) Note that approval of Agreements will extend the estimated payback periods for PAAs. The impact on the Valley Major Street Program will extend the PAA payback period by 2-3 years to approximately 10 years. The impact on the Valley Freeway Interchange Program will extend the payback period by 2 years to approximately 7 years.
- 3) Approve the model Project Advancement Agreement (Attachment 1), with clarifying revisions incorporated subsequent to approval of the Measure I 2010-2040 Strategic Plan
- 4) Recognize that consistent with original PAA program principles, repayment of Project Advancement Agreements must be subordinate to debt service on bonds sold to deliver SANBAG-sponsored projects
- 5) PAAs will only be recommended for approval after evaluation of their impact to SANBAG's overall financial strength and stability.

**Ty Schuiling**

**Comments from Committee Members**

**Public Comments**

**ADJOURNMENT**

**Additional Information**

**Acronym List**

**Pg. 161**

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276 and ask for Joanne Cook.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*



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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 1

**Date:** May 20, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
3	C08-146	High-Light Electric, Inc. <i>Erwin Mendoza, President</i>	N/A
5	C09-197	Paladin Investigative Services <i>Ron DeLaby</i>	N/A
6	C09124	Parsons Transportation Group <i>Khalil Saba</i>	S2 Engineering Inc. Chambers Group

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*Approved  
Plans and Programs Committee*

*Date:* May 20, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

11	C09-179	Advantec Consulting Engineers <i>Leo Lee</i>	TransCore Inc. System Integrated Inc. RBF Consuling Hartzog-Crabill Inc. JMDiaz Inc. TEP Inc.
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**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>EAST VALLEY</b>												
<b>Richard Riddell</b> City of Yucaipa	X	X	X	X								
<b>Bea Cortes</b> City of Grand Terrace	X	X		X								
<b>Larry McCallon</b> City of Highland	X	X	X	X								
<b>WEST VALLEY</b>												
<b>Paul Eaton Chair</b> City of Montclair	X	X										
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X								
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X								
<b>SOUTH VALLEY</b>												
<b>Bill Jahn</b> Big Bear Lake	X	X	X	X								
<b>Rick Roelle</b> Town of Apple Valley		X										
<b>William Neeb</b> Town of Yuca Valley	X	X		X								
<b>SAN ANTONIO VALLEY</b>												
<b>Gary Ovitt</b> Board of Supervisors	X			X								
<b>Josie Gonzales</b> Board of Supervisors			X	X								
<b>Neil Derry</b> Board of Supervisors	X		X	X								
<b>Paul Biane</b> Board of Supervisors	X		X									
<b>Brad Mitzelfelt</b> Board of Supervisors	X		X	X								

X = Member attended meeting. \* = Alternate member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.  
ppcat09.doc

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>EAST VALLEY</b>												
<b>Richard Riddell</b> City of Yucaipa	X	X	X	X	Cancelled	X	X					
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	Cancelled							
<b>Larry McCallon</b> City of Highland	X		X	X	Cancelled		X					
<b>WEST VALLEY</b>												
<b>Paul Eaton Chair</b> City of Montclair	X	X	X	X	Cancelled	X	X					
<b>Mark Nuaimi</b> City of Fontana	X		X	X	Cancelled	X	X					
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	Cancelled	X	X					
<b>VALLEY CENTRAL</b>												
<b>Bill Jahn</b> Big Bear Lake	X	X			Cancelled							
<b>Rick Roelle</b> Town of Apple Valley	X	X	X		Cancelled	X	X					
<b>Chad Mayes</b> Town of Yucca Valley					Cancelled							
<b>William Neeb</b> Town of Yucca Valley					Cancelled	X	X					
<b>SAN BERNARDINO COUNTY</b>												
<b>Gary Ovitt</b> Board of Supervisors	X			X	Cancelled	X	X					
<b>Josie Gonzales</b> Board of Supervisors	X		X	X	Cancelled	X	X					
<b>Dennis Hansberger</b> Board of Supervisors	X		X		Cancelled		X					
<b>Paul Biane</b> Board of Supervisors	X		X		Cancelled	X						
<b>Brad Mitzelfelt</b> Board of Supervisors	X		X	X	Cancelled	X						

## *Minute Action*

AGENDA ITEM: 3

**Date:** May 20, 2009

**Subject:** Award contract for the Construction and Installation of Detection/Monitoring Stations on State Route (SR) 210

**Recommendation:** 1. Award contract No. 08-146 to High-Light Electric, for the Construction of Detection/Monitoring Stations on SR 210, for \$103,700, plus a 10% contingency, for an amount not-to-exceed \$114,070, as outlined in the financial impact section below, and

2. Amend the Fiscal Year (FY) 2008/2009 Budget, to increase Task Number 70609000 by \$114,070 to fund this activity. Funding source Measure I Valley Transportation Management and Environmental Enhancement (TMEE) Funding, as outlined in the financial impact section below.

**Background:** With the opening of the final segment of SR 210 in 2007, the travel patterns of traffic traveling through San Bernardino and Highland on SR 210 have changed. There is a significant amount of congestion on a regular basis, particularly in the afternoon peak period eastbound between Waterman and Interstate (I) 10.

Even before the opening of the new SR 210 freeway segment, SANBAG, Caltrans and impacted Cities had already begun planning efforts to develop near and long-term improvements to SR 210. In the meantime, it has been acknowledged that

*Approved*  
*Plans and Programs Committee*

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

having ongoing, quantifiable data on the traffic impacts to this corridor would assist in the short and long term planning for improvements along SR 210.

The most reliable and immediate way to quantify highway congestion is the installation of detection/monitoring stations along the 11 mile segment. Caltrans has been the responsible entity for the installation, maintenance and information dissemination of detectors in the State. Currently, Caltrans has automated detection on 75 centerline miles of highway in the County out of approximately 1,600 centerline miles of freeway for which Caltrans is responsible. Note the current detection provided by Caltrans is in the valley portion of the County. In order to continue to expand the detection program in the absence of funding, Caltrans District 8 has added detection to its freeways, primarily through the only funding source available to them – the State Highway Operation Protection Program (SHOPP) funds. Recently, Proposition 1B funding provided a one-time funding opportunity through the Corridor Mobility Improvement Account (CMIA) program and as a result, detection will be installed along segments of I 10 and I 15 where it has not previously existed. However, this segment of SR 210 does not have any near term plans for permanent monitoring stations. Therefore, SANBAG staff took the initiative to work with Caltrans to implement permanent monitoring in the near term. Caltrans has in their possession new radar detection monitoring devices that could be installed along SR 210; however, Caltrans does not have the funding to install these devices.

In March 2008, the SANBAG Board authorized staff to release Plans and Specifications authorizing advertisement for bids for this project. Since the stations would be installed on Caltrans right-of-way, it was advised to first seek permits for this work for both SANBAG and ultimately the contractor. Because these types of devices had not been used before in Caltrans District 8, the actual permit process took longer than anticipated. As a result, in February 2009 SANBAG was issued the permits and a request for bids was released. On April 17, 2009, the following bids were received in response to this request (in order of bid):

<b><u>Bidder</u></b>	<b><u>Bid</u></b>
1. High-Light Electric	\$103,700
2. Moore Electrical	\$115,556
3. Republic ITS	\$121,250
4. Dynaelectric	\$137,289
5. MBI	\$138,000
6. PTM General Engineering	\$144,144
7. Steiny & Company, Inc.	\$157,062
8. Traffic Loops Crackfilling	\$170,300

After review of the eight bids, Staff recommends a contract be awarded to High-Light Electric as the lowest and most responsive bidder. Please refer to the attached Contract and Bid information. Upon contract execution, the Contractor has 120 days to complete the work. In addition, Caltrans has agreed to work closely with SANBAG in the installation of the devices as once installed, Caltrans will be the owner/operator of the devices. In addition, SANBAG will rely on consultants to assist and oversee the installation. Once installed, Caltrans will be the owner/operator of the devices, will collect and gather the data, and will maintain these six stations along with the other devices that they own and operate throughout the Inland Empire. If all goes well, the information gathered as a result of these devices will be made available to the traveling public in late fall 2009.

The funding source most viable for this type of project, is Measure I Valley TMEE funding and funds are sufficient to cover these one-time expenses.

**Financial Impact:** Although the Request for Bids was approved by the Board prior to release, funds have not been budgeted in the FY 2008/2009 Budget to cover the contract costs. Therefore, Staff recommends an increase to the FY 2008/2009 Budget, TN 70609000 in an amount of \$114,070 – Funding Source Measure I Valley TMEE Funding, to cover expenses associated with the installation of the devices.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee at its May 20, 2009 meeting. The contract has been reviewed as to form by SANBAG Legal Counsel.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs

**SANBAG Contract No. 08-146**

by and between

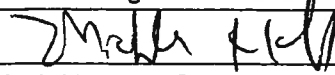
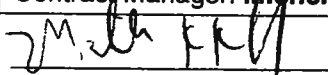
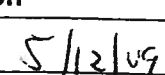


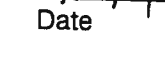
San Bernardino Associated Governments

and

High-Light Electric, Inc.

for

**SR 210 Microwave Vehicle Detection System & Tower Installation**

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>HLEI</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>103,700.00</u>	Previous Amendments Total: \$ _____		Previous Amendments Contingency Total: \$ _____	
Contingency Amount: \$ <u>10,370.00</u>	Current Amendment: \$ _____		Current Amendment Contingency: \$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>114,070.00</u>	
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
<u>706</u>	<u>5553</u>	<u>TMEE</u>	<u>i308</u>	\$ <u>114,700.00</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>6/3/09</u> Contract Start: <u>6/3/09</u> Contract End: <u>12/31/09</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
Approved Budget Authority →	Fiscal Year: <u>FY 09/10</u> \$ <u>114,070.00</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Michelle Kirkhoff</u>		Contract Manager: <u>Michelle Kirkhoff</u>		
				
Task Manager Signature		Contract Manager Signature		Date
				
Chief Financial Officer Signature		Date		



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
Microwave Vehicle Detection System and Tower Installations  
IN THE CITIES OF SAN BERNARDINO, HIGHLAND, AND REDLANDS, CALIFORNIA**

**Contract No.: C08146  
Bid Opening: APRIL 17, 2009**

THIS AGREEMENT, made and concluded, in duplicate, \_\_\_\_\_ between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and

High-Light Electric, Inc. (referred to hereinafter as "Contractor").

ARTICLE 1.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by AUTHORITY, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with Caltrans Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006 and all related updates, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Proposal and Contract (dated March 18, 2009), Special Provisions (dated xxx xx, 2008) and on project plans (dated xxx xx, 2008) for the work are entitled:

**CONSTRUCTION OF  
MICROWAVE VEHICLE DETECTION SYSTEM AND TOWER INSTALLATIONS  
IN THE CITIES OF SAN BERNARDINO, HIGHLAND, AND REDLANDS, CALIFORNIA**

ARTICLE II.--AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.-- Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of

the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and; (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**SAN BERNARDINO ASSOCIATED GOVERNMENTS  
MICROWAVE VEHICLE DETECTION SYSTEM AND TOWER INSTALLATIONS  
BID LIST  
CONTRACT C08146**

<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price (\$)</b>	<b>Amount (\$)</b>
1.	Construction Site Management	1	LS	\$900.00	\$900.00
2.	Prepare Water Pollution Control Program	1	LS	\$600.00	\$600.00
3	Temporary Drainage Inlet Protection	1	LS	\$500.00	\$500.00
4	Street Sweeping	1	LS	\$1,000.00	\$1,000.00
5	Temporary Concrete Washout (Portable)	1	LS	\$1,000.00	\$1,000.00
6	Portable Changeable Message Sign	1	LS	\$2,000.00	\$2,000.00
7	Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00
8	Modify Irrigation	1	LS	\$1,100.00	\$1,100.00
9	Highway Planting	1	LS	\$1,100.00	\$1,100.00
10	Microwave Vehicle Detection Station 1	1	LS	\$13,000.00	\$13,000.00
11	Microwave Vehicle Detection Station 2	1	LS	\$13,000.00	\$13,000.00
12	Microwave Vehicle Detection Station 3	1	LS	\$13,000.00	\$13,000.00
13	Microwave Vehicle Detection Station 4	1	LS	\$14,500.00	\$14,500.00

No.	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
14	Microwave Vehicle Detection Station 5	1	LS	\$14,500.00	\$14,500.00
15	Microwave Vehicle Detection Station 6	1	LS	\$14,500.00	\$14,500.00
16	Integration	1	LS	\$6,000.00	\$6,000.00
17	Mobilization 5.0%	1	LS	\$5,000.00	\$5,000.00
	<b>Total</b>				\$103,700.00

**SAN BERNARDINO ASSOCIATED GOVERNMENTS  
MICROWAVE VEHICLE DETECTION SYSTEM AND TOWER INSTALLATIONS  
CHANGE WORK UNIT PRICE SCHEDULE  
CONTRACT C08146**

The Contractor shall provide the following unit prices for change work during construction. The contract change work unit prices shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, supervision, and incidents, including traffic control, and for doing all the work involved in furnishing, installing and testing, complete in place, including installation under sidewalk areas, under roadway pavement areas, in soil, excavation, backfill, removing surface materials, repair surface material to its original condition including concrete sidewalk and A/C pavement, furnishing fitting, bends, bushings, pull ropes/wires, modification of existing foundations, backfilling, and providing other materials that may be required, as specified in the Standard Specifications and Special Provisions, and directed by the Engineer. No additional compensation shall be allowed.

No.	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
1.	Furnish and install new 2.5" PVC Sch. 80 conduit – Trench Method	50	LF	\$40.00	\$2,000.00
2.	Furnish and install new 2.5" HDPE Sch. 80 conduit – Directional Drill Method	100	LF	\$40.00	\$4,000.00
3.	Furnish and install new 2.5" RGS conduit – Trench Method	50	LF	\$90.00	\$4,500.00
4.	Replace pull box with new pull box #6	1	EA	\$800.00	\$800.00
5.	Replace pull box with new pull box #6E	1	EA	\$1,200.00	\$1,200.00
6.	Furnish and install new pull box #6	1	EA	\$1,000.00	\$1,000.00
7.	Furnish and install new pull box #6E	1	EA	\$1,400.00	\$1,400.00
8.	Splice Closure	1	EA	\$2,000.00	\$2,000.00

ARTICLE VI---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the special provisions.

ARTICLE VII---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

#### ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, Fluor Corporation, and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

#### ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better.

Workers' Compensation and Employer's Liability Insurance - Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

Liability Insurance - The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, Fluor Corporation, and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor

under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, Fluor Corporation, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be furnished by the Contractor to AUTHORITY at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.---The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.---If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.---The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

San Bernardino County Transportation Authority

Contractor

By: \_\_\_\_\_  
Gary C. Ovitt  
President, SANBAG Board of Directors

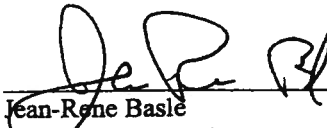
By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Procedure:

Licensed in accordance with an act providing for registration of contractors:

By:   
Jean-Rene Basle  
SANBAG Counsel

\_\_\_\_\_  
License Number

Date: 5-14-09

\_\_\_\_\_  
Federal Employer Identification Number



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 4

**Date:** May 20, 2009

**Subject:** Agreement with the Riverside County Transportation Commission (RCTC) for the implementation of San Bernardino County Trip Reduction/Ridesharing services, as well as 511 development and implementation

**Recommendation:\*** Execute Agreement No. 09-190 with RCTC, from July 1, 2009, through June 30, 2010, for an amount not-to-exceed \$1,900,500, as outlined in the Financial Impact Section below.

**Background:** SANBAG has been involved in the funding and implementation of ridesharing and trip reduction services since the agency's inception. In 1993, SANBAG started a bi-county partnership with RCTC to provide implementation of local programs. In Fiscal Year (FY) 2002/2003, SANBAG regional rideshare programs were implemented with the four other county transportation commission's (CTCs). Since that time, SANBAG and the other CTCs introduced several new rideshare products/services, including introduction of Commutesmart.Info website, and a regional Guaranteed Ride Home program. Marketing materials targeting employers were updated/streamlined, and a commute calculator was developed to determine employer and commuter savings from ridesharing. RCTC and its contractors continue to provide outstanding service in the implementation

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*Approved*  
*Plans and Programs Committee*

*Date: May 20, 2009*

*Moved: Second:*

*In Favor: Opposed: 0 Abstained: 0*

*Witnessed: \_\_\_\_\_*

of these services and it is recommended they continue these services for FY 2009/2010.

This contract for FY 2009/2010 will include an additional element, the development and implementation of an Inland Empire (IE) 511 program. This was a direction by the SANBAG Board at its May 2009 meeting, to expand the SANBAG contract with RCTC to include this new task. SANBAG and RCTC will share these costs 50/50, which will include the development of a phone/interactive voice recognition system for 511 callers from cellular and land lines, a website, and ongoing operations and maintenance. It is anticipated that the marketing/outreach, to promote the program, will be funded on behalf of RCTC and SANBAG through funding from the Mobile Source Air Pollution Reduction Review Committee. Since that funding source is restricted to activities in the San Bernardino Valley, additional funds may be used to promote the program in the High Desert area.

The contract as well as scope of work, including these new 511 responsibilities, is outlined in Attachment A. A brief summary of the services provided by RCTC (through its various contractors), include services for employers and commuters within the County:

1. Employer Services (\$727,500), to include:
  - a. Technical and programmatic assistance to county employers;
  - b. Maintenance of a regional commuter database;
  - c. Survey and rideguide dissemination;
  - d. Expanded Teleservices function, responding to 511 as well as other phone, FAX and internet inquiries from commuters and employers;
  - e. Outreach, marketing campaigns, promotional efforts, including 511;
  - f. Special projects and one time studies/surveys; and
  - g. Coordination and participation on local, regional and state committees.
2. Rideshare incentive and reward programs (\$673,000), to include:
  - a. Option Rideshare incentive program for new ridesharers which try a rideshare mode for a 3 month trial period;
  - b. a nine month staggered vanpool incentive; and

- c. the Team Ride reward program for ongoing ridesharers.
- 3. Development/implementation of 511 services (\$500,000), to include:
  - a. Development, testing, implementation and ongoing operations of a robust phone and web 511 system that will be available to commuters 24 hours a day, 7 days per week, 365 days per year;
  - b. Services will provide information throughout all of Southern California, at no charge to the user;
  - c. Marketing/outreach during launch as well as throughout the fiscal year, to enhance/supplement marketing provided by Los Angeles 511; and,
  - d. Interoperability with neighboring systems to provide seamless 511 services to the commuting public.

The only anticipated rideshare element to be implemented in FY 2009/2010 and not executed through the RCTC contract, will be certain regional marketing activities. These activities will be implemented on behalf of the region by the Los Angeles Metropolitan Transportation Authority (Metro). In addition, there may be some additional minor unanticipated contracts and/or Purchase Orders needed for the implementation of the 511 program.

The county trip reduction/rideshare program is funded through federal Congestion Mitigation/Air Quality (CMAQ) funds, which were allocated by the SANBAG Board on October 5, 2005. The rideshare program funding has also been programmed in the Regional Transportation Improvement Program and is included in the Regional Transportation Plan. As a transportation control measure, ridesharing strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

**Financial Impact:** The total contract amount is \$1,900,500, and is consistent with the FY 2009/2010 Budget. Funding sources are Measure I Valley Traffic Management and Environmental Enhancement Funds (\$217,987) and CMAQ (\$1,682,513). Task Numbers 40610000 and 51110000.

**Reviewed By:** This item will be reviewed by the Plans and Program Committee on May 20, 2009. SANBAG Counsel has approved this contract as to form.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs

**SANBAG Contract No. 09-190**

by and between

San Bernardino Associated Governments

and

Riverside County Transportation Commission

for

Implementation of FY 2009/10 Trip Reduction/Rideshare and 511 Program**FOR ACCOUNTING PURPOSES ONLY**☒ Payable  
☐ ReceivableVendor Contract # RCTC

Vendor ID \_\_\_\_\_

Retention:

☐ Yes \_\_\_\_\_ % ☐ No☒ Original☐ Amendment

Notes:

Original Contract: \$ 1,900,500

Previous Amendments Total: \$ \_\_\_\_\_

Previous Amendments Contingency Total: \$ \_\_\_\_\_

Contingency Amount: \$ \_\_\_\_\_

Current Amendment: \$ \_\_\_\_\_

Current Amendment Contingency: \$ \_\_\_\_\_

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 1,900,500**

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>406</u>	<u>6506</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 358,215</u>
<u>406</u>	<u>6506</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 119,405</u>
<u>406</u>	<u>6506</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 61,881</u>
<u>406</u>	<u>6504</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 304,765</u>
<u>406</u>	<u>6504</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 101,588</u>
<u>406</u>	<u>6504</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 52,647</u>
<u>406</u>	<u>6514</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 142,091</u>
<u>406</u>	<u>6514</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 47,364</u>
<u>406</u>	<u>6514</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 24,546</u>
<u>406</u>	<u>6516</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 33,199</u>
<u>406</u>	<u>6516</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 11,066</u>
<u>406</u>	<u>6516</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 5,735</u>
<u>406</u>	<u>6512</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 49,798</u>
<u>406</u>	<u>6512</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 16,599</u>
<u>406</u>	<u>6512</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 8,603</u>
<u>406</u>	<u>6508</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 41,830</u>
<u>406</u>	<u>6508</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 13,943</u>
<u>406</u>	<u>6508</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 7,226</u>
<u>511</u>	<u>5553</u>	<u>SCAB CMAQ</u>	<u>662</u>	<u>\$ 331,988</u>
<u>511</u>	<u>5553</u>	<u>MDAB CMAQ</u>	<u>661</u>	<u>\$ 110,663</u>
<u>511</u>	<u>5553</u>	<u>Measure I-TMEE</u>	<u>i308</u>	<u>\$ 57,350</u>

Original Board Approved Contract Date: 6/3/09Contract Start: 07/01/09Contract End: 6/30/10

New Amend. Approval (Board) Date: \_\_\_\_\_

Amend. Start: \_\_\_\_\_

Amend. End: \_\_\_\_\_

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget  
Authority →

Fiscal Year: 2009/10  
\$ 1,900,500

Future Fiscal Year(s) –  
Unbudgeted Obligation → \$ \_\_\_\_\_

Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 40610000 and 51110000

If no, has the budget amendment been submitted? ☐ Yes ☐ No

### CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_%

Task Manager: **Michelle Kirkhoff**

Contract Manager: **Marla Modell**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename:

**AGREEMENT BETWEEN  
SAN BERNARDINO ASSOCIATED GOVERNMENTS  
AND  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
FOR  
IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR  
2009/2010 EMPLOYER AND COMMUTER  
TRIP REDUCTION/RIDESHARE PROGRAMS**

THIS AGREEMENT ("Agreement") is entered into as of this 1<sup>st</sup> day of July 2009, in the State of California by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS, referred to herein as "SANBAG," and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as "RCTC."

WHEREAS, SANBAG approved allocation of Measure I - Valley Traffic Management and Environmental Enhancement (TMEE) funds and Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy to Users (SAFE-TEA LU) Congestion Mitigation and Air Quality (CMAQ) funds, the allocation of SAFE-TEA LU (initially approved in October of 2005 by SANBAG board), to provide trip reduction services as well as incentives for the commuter programs; and,

WHEREAS, RCTC is a sub recipient of SANBAG SAFE-TEA LU funds, and shall adhere to the Catalog of Federal Domestic Assistance Title No. 20.205; and,

WHEREAS, SANBAG requires professional and consulting services with respect to the provision of commuter services and programs within San Bernardino County;

WHEREAS, RCTC has managed the bi-county Inland Empire Commuter Services program since November 3, 1993, as well as employer outreach and regional programs/services since July 1, 2002, and has the expertise and resources necessary to manage such services for SANBAG; and,

WHEREAS, the RCTC Commission and SANBAG Board approved a bi-county implementation of a 511 program and RCTC possesses the expertise and resources needed to develop, implement and maintain a service for the Inland Empire.

NOW, THEREFORE, the parties agree as follows:

**A. Contract Services.**

1. RCTC will administer, market, and implement a commuter services program in coordination with RCTC's commuter services program and in coordination with the regional ridesharing core services program in compliance with and as specified in the scope of work, Attachment "A," attached hereto and incorporated herein by reference.

2. RCTC shall provide program administration and oversight and assure that its consultants and/or staff performs its services within the budgets set forth in the scope of work, Attachment "A."

3. RCTC shall provide SANBAG with a monthly statistical report of progress relative to tasks identified in the scope of work, Attachment "A", to this Agreement and in such detail as may be approved by SANBAG.

**B. Compensation.**

1. It is understood that SANBAG funding for the program under this Agreement will not exceed one million nine hundred thousand, five hundred dollars and no cents (\$1,900,500.00) and is being provided from the following sources:

(a) One million six hundred and eighty-two thousand, five hundred and thirteen dollars and no cents (\$1,682,513.00) from CMAQ funds, and

(b) Two hundred and seventeen thousand, nine hundred and eighty-seven dollars and no cents (\$217,987.00) from San Bernardino County local ½ cent sales tax, Measure I-Valley Traffic Management and Environmental Enhancement (TMEE) funds.

2. RCTC shall follow all federal laws, regulations, as well as requirements imposed by SANBAG, as it pertains to the expenditure of SAFE-TEA LU funds as well as their subrecipient status. RCTC shall meet the Single Audit and Office of Management and Budget (OMB) Circular No. A-133 requirements for this fiscal year.

3. It is agreed that SANBAG Measure I - TMEE will reimburse RCTC for the cost of purchasing any items not reimbursable by CMAQ, and invoices submitted to SANBAG shall clearly delineate CMAQ non-reimbursable expenditures. It is agreed that in the event sufficient funds from the sources set forth in (a) and (b) above do not become available to SANBAG for this Agreement, SANBAG may immediately terminate this Agreement with written notice, but shall pay to RCTC from other sources any amounts required to cover RCTC's costs to the date of Agreement termination.

4. SANBAG shall pay RCTC on a cost-reimbursement basis, based upon invoices which delineate charges based on tasks identified in the scope of work, Attachment "A." All invoices shall be provided to SANBAG no more frequently than on a bi-monthly basis and no less than a quarterly basis.

5. SANBAG shall be fully responsible for obtaining cost reimbursements of CMAQ funds. SANBAG shall monitor RCTC, as necessary, to ensure that the SAFE-TEA LU funds are used for authorized purposes in compliance with laws, regulations, and the provision of the terms in this agreement, and that performance goals are achieved. RCTC shall provide to SANBAG its annual audit report and should there be any findings, RCTC shall ensure SANBAG that it has taken all appropriate and timely corrective action.

6. SANBAG shall review all billings submitted by RCTC for accuracy and process payment based thereon to RCTC in a timely manner.

7. RCTC shall maintain during the term of this Agreement and for three years thereafter accounting records which cover the receipt and disbursement of all funds provided for the programs administered and implemented under this Agreement. Such records shall be made available for inspection during normal business hours by duly authorized representatives of SANBAG, SANBAG's auditors, Caltrans, Federal Highway Administration, and the United States Department of Transportation, so that SANBAG can comply with the Single Audit Act and OMB Circular No. A-133.

**C. Term.**

1. This Agreement shall commence on July 1, 2009 and terminate on June 30, 2010, unless it is extended by a written amendment approved by the parties.

2. Either party may terminate this Agreement by giving thirty (30) days written notice to the other for no or any reason, including, but not limited to, changes in legislation, rules and regulations impacting trip reduction programs. SANBAG shall pay for any service provided up to the effective date of the termination.

3. The Executive Directors of both RCTC and SANBAG shall have the authority in their sole discretion to give notice of termination on behalf of their respective agencies.

**D. Indemnification and Insurance.**

1. (a) It is understood and agreed that neither RCTC nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless RCTC, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.

(b) It is understood and agreed that neither SANBAG nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by RCTC under or in connection with any work authority or jurisdiction delegated to RCTC under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, RCTC shall fully defend, indemnify and save harmless SANBAG, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RCTC or its consultants under or in connection with any work, authority or jurisdiction delegated to RCTC under this Agreement.

2. Commercial General Liability Insurance. RCTC and its consultants shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

(a) Name SANBAG, its officials, officers, employees, agents, and consultants as insured with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insured.

(b) Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants.

(c) Contain standard separation of insured provisions.



3. Business Automobile Liability Insurance. RCTC and its consultants shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

4. Workers' Compensation Insurance. RCTC and its consultants shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

5. Certificates/Insurer Rating/Cancellation Notice.

(1) RCTC and its consultants, prior to commencement of the Services, shall furnish and require its subcontractors to furnish to SANBAG properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by SANBAG, which shall clearly evidence all insurance required in this Section. RCTC and its consultants shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior to written notice to SANBAG.

(2) RCTC shall maintain and shall require its consultants to maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

(3) RCTC may legally self insure, but shall require its consultants to place insurance with insurers having an A.M. Best Company rating of no less than A: VIII and licensed to do business in California.

(4) RCTC and its consultants shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

E. Rights of SANBAG and RCTC.

The Executive Directors of both SANBAG and RCTC shall have full authority to exercise their respective entity's rights under this contract.

F. Ownership of Materials/Confidentiality/Use of Data.

(1) Ownership. All materials and data, including data on magnetic media, prepared by RCTC under this Agreement shall become the common property of the RCTC and SANBAG. RCTC and SANBAG shall not be limited in any way in its use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the respective party's sole risk and provided that the other party shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Neither party to this Agreement shall sell the data or other materials prepared under this Agreement without the written permission of both parties.

(2) Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection (1) either created by or provided to RCTC in connection with the performance of this Agreement shall be held confidential by RCTC. Such materials shall not, without the prior written consent of SANBAG, be used by RCTC for any purposes other

than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to RCTC that is otherwise known to RCTC or is generally known, or has become known, to the related industry shall be deemed confidential. RCTC shall not use SANBAG's name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SANBAG.

(3) Use of Data. All data shall be provided to SANBAG in hard copy and electronic media. Data in electronic media shall be provided in a form that will allow SANBAG to use, access, and manipulate the data to prepare reports and perform other ridematching activities contemplated by this Agreement.

G. Independent Contractor. SANBAG retains RCTC on an independent contractor basis and RCTC and its consultants shall not be employees of SANBAG. The consultants and other personnel performing the Services under this Agreement on behalf of RCTC shall at all times be under RCTC's exclusive direction and control. RCTC shall pay all wages, salaries, and other amounts due its employees in connection with their performance of Services under this Agreement and as required by law. RCTC shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

H. Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 3E, Indemnification and Insurance.

I. Consent. Whenever consent or approval of any party is required under this Agreement, that party shall not unreasonably withhold nor delay such consent or approval.

IN WITNESS THEREOF, THE AUTHORIZED PARTIES HAVE BELOW SIGNED AND EXECUTED THE AGREEMENT ON THE EFFECTIVE DATE:

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

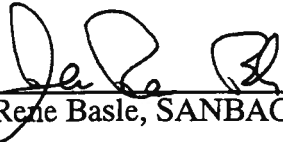
RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

\_\_\_\_\_  
Gary C. Ovitt, President

\_\_\_\_\_  
Bob Magee, Chairman

APPROVED AS TO FORM FOR SANBAG

APPROVED AS TO FORM FOR RCTC

  
\_\_\_\_\_  
Jean-Rene Basle, SANBAG Counsel

\_\_\_\_\_  
Best, Best & Krieger, RCTC Counsel

**Scope of Work  
San Bernardino Employer and Commuter Assistance Programs  
Fiscal Year 2009-10**

**Inland Empire Rideshare Services**

Provide a variety of services to employers and commuters, who participate in trip reduction activities. Activities shall include, but not be limited to: RideGuide/survey services, employer technical assistance, promotions, RideGuide production, coordination/dissemination of surveys and resulting report analysis for target marketing, Rideshare Connection broadcast e-mails, CommuteSmart News, networking meetings and coordination with other rideshare agencies and service providers. Assist multi-site and multi-jurisdictional headquarters employers within the County as well as related worksites outside of the County. Oversee and maintain a regional website (CommuteSmart.info) and other regional products/outreach as assigned. Respond to inquiries generated from 511, 1-800-COMMUTE, 1-866-RIDESHARE, CommuteSmart.info, as well as direct referrals. Oversee and maintain a regional database of commuters, working with the five county transportation commission's (CTCs) throughout the region. Market the regional Guaranteed Ride Home Program to employers in San Bernardino County. Assist in the County's leased Park'N'Ride lot program. Conduct special projects and studies, as assigned.

**Related Expenses (\$727,500):**

Includes labor, office expenses, marketing materials, office equipment, computer programming, telephone and other direct expenses.

**Goals:**

1. Implementation of commuter assistance programs to approximately 380 regulated and non-regulated employer worksites in San Bernardino County, to assist in the development and implementation of trip reduction programs and for technical assistance.
2. Work with 90 employers on AVR/Transportation surveys and AVR calculations.
3. Maintain an accurate database of 60,000 active San Bernardino County commuter registrants, resulting from completed commuter surveys at 90 San Bernardino County employers.
4. Disseminate 16,000 RideGuides to San Bernardino County commuters at 380 worksites.
5. Provide assistance to five multisite/multijurisdictional headquarters located in San Bernardino County representing 21 worksites in San Bernardino, Riverside, as well as Los Angeles and Orange counties.
6. Develop and implement three employer transportation network meetings, one promotional marketing campaign at San Bernardino employer worksites, and other events.
7. Produce and disseminate other regional marketing materials, as standalone campaigns within the Inland Empire or regional campaigns in coordination with the five CTCs.
8. Broadcast 14 Rideshare Connection e-mails to San Bernardino County employers.
9. For the two-county area, respond to 4,000 inquires/calls from commuters who work or reside in San Bernardino or Riverside counties, via 1-866-RIDESHARE, 1-800-COMMUTE, CommuteSmart.info, 511, direct referrals and other internet sources. Of these 4,000 inquiries,

1,200 RideGuides will be generated. In addition, 700 Inland residents will register in the database via the [www.CommuteSmart.info](http://www.CommuteSmart.info) and the 511 website.

### **Rideshare Incentive Programs**

Option Rideshare offers San Bernardino County residents who commute to work, up to \$2 a day (in local merchant gift cards) for each day they participate in a rideshare mode, during a three-month period. The Vanpool Incentive Program provides up to \$1,800 over nine months in discounted vanpool fares. Team Ride provides ongoing ridesharers who reside in San Bernardino County a discount membership card to over 450 restaurants, as well as entertainment venues throughout the southland.

#### **Related Expenses (\$673,000):**

Includes labor, office expenses, marketing materials, office equipment, computer programming, telephone, direct commuter incentives (gift cards/ subsidies) and other direct expenses.

#### **Goals:**

1. The Option Rideshare program will enlist 1,500 County residents, who commute to work to 170 employers in Southern California. These participants on average have a one-way commute distance of 27.59 miles and the goal is to reduce 150,000 one way vehicle trips from the roadways.
2. Team Ride registrants will consist of 7,600 members by the end of December 2009, when the program is at its highest membership. Members will work at employment sites from 380 employers throughout Southern California.

### **Development and Implementation of a 511 Phone/Web Program**

Develop and implement a comprehensive 511 telephone and web based program, which will provide traveler information and commute alternatives to the Inland Empire resident and motorist. The baseline telephone system will serve customers dialing from all land lines and all cellular calls within the county boundaries of the Inland Empire, as well as website. Phone services provided include a traffic interactive voice recognition (IVR), a transit IVR which routes callers to transit provider operated call centers, rideshare information routes callers to a RCTC/SANBAG operated call center and other recordings or transfers to other public service providers. The website will provide similar services that are available on the phone system, as well as on-line, multi-modal transit/rail trip planning, rideshare counseling, ridematching services, regionwide traffic maps with comprehensive information from Caltrans and the California Highway Patrol with a Google Map interface and a rideshare benefits calculators for employers and individuals. Market and promote the program, in coordination with any Los Angeles 511 outreach and marketing.

#### **Related Expenses (\$500,000):**

Includes labor, office expenses, marketing and promotional materials, consulting fees, office equipment, computer programming, hardware and software, telephone and other direct expenses.

**Goals:**

1. By October 1, 2009, develop and implement a robust phone and web 511 system.
2. Upon implementation, manage and operate the system which will be available to commuters 24 hours a day, 7 days per week, 365 days per year.
3. Phone system will provide assistance to 7,200 callers upon launch per month, and may reach 16,000 callers per month after outreach/promotion. The system will have the capacity to handle 100,000 concurrent callers.
5. Assure interoperability with neighboring systems, including Los Angeles, Orange, Ventura, Kern and San Diego Counties, as well as Arizona and Nevada 511 systems.
4. Website will realize at startup 1,500 visitors per month, with up to 6,400 visitors per month by the end of the year after outreach/promotions. Website will be able to handle 100,000 concurrent users.
5. Marketing/outreach during launch as well as throughout the fiscal year, to enhance/supplement marketing provided by Los Angeles 511.
6. Conduct periodic surveys to determine program use, effectiveness and customer satisfaction.
7. Work with Caltrans to establish 511 signage on the Inland Empire highways and freeways.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 5

**Date:** May 20, 2009

**Subject:** Contract No. 09-197 with Ron DeLaby for Call Box Recovery Services

**Recommendation:\*** Approve Contract No. 09-197, with Ron DeLaby, to provide recovery services for call box knockdowns throughout San Bernardino County from July 1, 2009 through June 30, 2012, in an amount not to exceed \$90,000.00, as outlined in the Financial Impact Section below.

**Background:** **This is a new Sole Source Contract.** The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,400 call boxes on the freeways and highways in San Bernardino County. On average, 135 call boxes are knocked-down each year. The cost to repair each call box can be as high as \$4,000 per knockdown and this cost varies based upon the extent of the damage to each call box. In addition, given the recent upgrade of the call boxes with text capabilities (to assist deaf persons and persons that are speech/hearing impaired), the cost to replace or repair a damaged call box will continue to increase. Call boxes have a built in tilt alarm, and when activated, a notification is immediately sent to the California Highway Patrol (CHP). Because a knocked-down call box may indicate an accident with injuries, most often a CHP officer is dispatched to the scene and as a result, compiles a Traffic Collision Report. These reports are of great assistance in determining who exactly damaged the call box for the purpose of pursuing a recovery option. Sometimes CHP does not generate a report for knocked-down or damaged call boxes, because a tilt alarm was not activated (this happens when the box is hit severely and the tilt alarm did not have enough time to send the notification) and CHP never was dispatched to the scene or the driver was able to leave the incident site before CHP arrived.

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*Approved*  
*Plans and Programs Policy Committee*

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* 0 *Opposed:* 0 *Abstained:* 0

*Witnessed:* \_\_\_\_\_

Many SAFEs do not attempt to recover the costs of knocked-down call boxes or attempt to recover funds from motorist/insurance companies. SAFEs that do recover funds, utilize Mr. DeLaby's expertise, or do so through their existing SAFE staff. Since the San Bernardino SAFE has limited Staff, and Staff does not have expertise in this arena, for the past 17 years, the SAFE has employed the services of a consultant who is familiar with law enforcement and who has worked in the area of insurance claims. Mr. Ron DeLaby is considered an expert in this field, as he holds a private investigators' license, is a retired Police Officer who worked for 20 years in the Inland Empire, has worked as an insurance claims' adjuster and is licensed in that field. Within the past five years Mr. DeLaby has recovered over \$350,000 for San Bernardino SAFE. Mr. DeLaby's contract is based on the terms that the SAFE reimburses Mr. DeLaby 33% of any funds recovered by the claim. If Mr. DeLaby does not recover any damages from the motorist or the insurance company, then the SAFE is not obligated to reimburse Mr. DeLaby for his time.

Mr. DeLaby's current contract ends June 30, 2009. Staff recommends that a new Sole Source Agreement be executed and meets the SANBAG Sole Source Contracting requirements, because Mr. DeLaby:

1. has unique qualifications to perform this work for the agency,
2. has demonstrated experience with this and other agencies to complete this work, and
3. based on discussion with other SAFEs throughout California, there are no other known consultants that can perform this work, therefore there is a lack of competition for this unique type of work.

Mr. DeLaby has performed outstanding services in this area for the past 17 years. Therefore, Staff recommends that the Board approve a new three-year contract, with an option to extend the contract at the discretion of the SAFE for a two-year period, as outlined in Attachment A.

**Financial Impact:** Funds have been budgeted in the Fiscal Year 2009/2010 Budget, in an amount of \$30,000. Funding Source Department of Motor Vehicle Revenue. TN 70210000. Funding for future year contracts will be budgeted accordingly.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on May 20, 2009. This item has been reviewed to as to form by SAFE Legal Counsel.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs

**SANBAG Contract No. 09-197**

by and between

San Bernardino Service Authority for Freeway Emergencies

and

Ron C. DeLaby

for

Call Box Recovery Services**FOR ACCOUNTING PURPOSES ONLY**☒ Payable  
☐ Receivable

Vendor Contract # \_\_\_\_\_

Vendor ID PG3

Retention:

☐ Yes \_\_\_\_\_ % ☒ No☒ Original☐ Amendment

Notes:

Original Contract: \$ 90,000.00

Contingency Amount: \$ \_\_\_\_\_

Previous Amendments Total: \$ \_\_\_\_\_

Previous Amendments Contingency Total: \$ \_\_\_\_\_

Current Amendment: \$ \_\_\_\_\_

Current Amendment Contingency: \$ \_\_\_\_\_

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 90,000.00**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>702</u>	<u>5553</u>	<u>DMV</u>	<u>0960</u>	<u>\$ 90,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 6/3/09 Contract Start: 7/1/09 Contract End: 6/30/12

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:****Approved Budget Authority →**Fiscal Year: FY 09/10\$ 30,000.00**Future Fiscal Year(s) –****Unbudgeted Obligation → \$ 60,000.00**Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 70210000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_%Task Manager: Michelle KirkhoffContract Manager: Marla Modell

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09197.doc



**San Bernardino Service Authority for Freeway Emergencies  
and  
Ron DeLaby  
for  
Services to Recover Damages to San Bernardino County Call Boxes**

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of July, 2009 by and between the San Bernardino Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE," and Ron C. DeLaby, hereinafter referred to as "CONSULTANT."

**RECITALS**

**WHEREAS,** SAFE desires the services of a qualified consultant to provide cost recovery services associated with the San Bernardino Motorist Aid Call Box System. Such qualifications to include appropriate licensing as a Private Investigator and Insurance Adjuster by the State of California; and

**WHEREAS,** CONSULTANT has the management and technical personnel, expertise, licensing, certification, and other assets necessary to render such services, and is desirous of providing such services to the SAFE; and

**NOW, THEREFORE,** in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I**  
**SERVICES OF THE CONSULTANT; TERM**

1. **General Scope of Services.** SAFE hereby contracts with CONSULTANT to provide services as set forth in Exhibit "A", Scope of Work, hereinafter referred to as "Services."
2. **Term.** The term of this Agreement shall be from July 1, 2009 to June 30, 2012, with an option at SAFE's sole discretion to extend the contract for a two-year period until June 30, 2014, unless earlier terminated as provided herein.

**SECTION II**  
**RESPONSIBILITIES OF CONSULTANT**

1. Control and Payment of Subordinates. SAFE retains CONSULTANT on an independent contractor basis and CONSULTANT is not an employee of SAFE. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2. Conformance to Applicable Requirements. All work prepared by CONSULTANT shall be subject to the approval of SAFE.

3. Coordination of Services. CONSULTANT agrees to work closely with SAFE staff in the performance of Services and shall be available to SAFE's staff, consultants, contractors, and other SAFE partners at all reasonable times. All settlements negotiated by CONSULTANT under this Agreement shall be approved by SAFE as follows:

A. SAFE's Director of Air Quality/Mobility Programs is hereby authorized to approve and compromise all claims up to Seven Thousand and Five Hundred Dollars (\$7,500).

B. All claims over Seven Thousand and Five Hundred and One Dollars (\$7,501) must be approved and compromised by SAFE's Board of Directors.

4. Standard of Care and Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner. CONSULTANT shall be responsible to SAFE for any errors or omissions in its performance of this Agreement. CONSULTANT represents and warrants to SAFE that it has all licenses, permits, qualifications and approvals of whatever nature that is legally required to perform the Services. CONSULTANT further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

5. Insurance. CONSULTANT shall obtain insurance as it relates to the performance of Service under this Agreement and shall name SAFE, its officials, officers, employees, and agents as insureds with respect to performance of Services.

A. Commercial General Liability Insurance. CONSULTANT shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$500,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

- 1) Name SAFE, its officials, officers, employees and agents as insureds with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.
- 2) Be primary with respect to any insurance or self insurance programs covering SAFE, its officials, officers, employees, agents, and consultants.
- 3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. CONSULTANT shall maintain business automobile liability insurance or equivalent form. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Certificates/Insurer Rating/Cancellation Notice.

- 1) CONSULTANT shall, prior to commencement of the Services, furnish to SAFE properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by SAFE, which shall clearly evidence all insurance required in this Section. CONSULTANT shall not allow such insurance to be canceled or allowed to expire except on 30 days' prior to written notice to SAFE.
- 2) CONSULTANT shall maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.
- 3) CONSULTANT shall place insurance with insurers licensed to do business in California.
- 4) CONSULTANT shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

6. Ownership of Materials/Confidentiality/Use of Data.

A. All materials and data, including data on magnetic media, prepared by CONSULTANT under this Agreement shall become the common property of SAFE and CONSULTANT. SAFE and CONSULTANT shall not be limited in any way in its use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the respective party's sole risk and provided that the other party shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Neither party to this Agreement shall sell the data or other materials prepared under this Agreement without the written permission of the other party.

B. Confidentiality. All memoranda, procedures, drawings, descriptions, computer program data, input data record data, software, spreadsheets, written information, and other materials described in subsection (1) either created or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of SAFE, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use SAFE's name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SAFE.

C. Use of Data. All data shall be provided to SAFE in hard copy and electronic media. Data in electronic media shall be provided in a form which will allow SAFE to use, access, and manipulate the data to prepare reports and perform other activities contemplated by this Agreement.

7. Scope of Work. CONSULTANT shall perform the Services in accordance with the Scope of Work set forth in Exhibit "A" attached hereto. In order to facilitate CONSULTANT's conformance with the Scope of Work, SAFE shall respond to CONSULTANT's submittals in a timely manner. Upon request of SAFE, CONSULTANT shall provide a more detailed report of anticipated performance to meet the Scope of Work.

**SECTION III**  
**FEES AND PAYMENTS**

1. Compensation. SAFE shall pay CONSULTANT for all standard recovery work as set forth in the Scope of Work, Thirty-three percent (33%) of the costs actually recovered by CONSULTANT. This compensation shall include all the CONSULTANT's expenses and costs for all Services rendered under this Agreement, including but not limited to all investigation, correspondence, file management and storage, long distance telephone calls, vehicle mileage and collection costs. In the event CONSULTANT is required to appear at any trial and give testimony, the compensation shall increase to Forty percent (40%) of the costs actually recovered by CONSULTANT in the matter of the court appearance, plus only those expenses related to and necessary for appearing at the trial and giving testimony, but not for the expenses and costs incurred prior to such trial preparation. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the authorization for the Extra Work.

2. Payment and Compensation. CONSULTANT shall submit to SAFE on a quarterly basis, a statement which includes work completed, Services rendered and the costs actually recovered by CONSULTANT. Further, CONSULTANT shall provide a quarterly status report to SAFE in a spreadsheet format describing the status of all files in possession of CONSULTANT. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. SAFE shall, within 30 days of receiving such statement, pay all compensation earned by CONSULTANT.

3. Reimbursement for Expenses. CONSULTANT shall not be reimbursed for any expenses unless authorized in writing by SAFE's Executive Director as Extra Work.

4. Extra Work. At any time during the term of this Agreement, SAFE may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by SAFE's Executive Director to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from SAFE's Executive Director. The total cumulative Extra Work shall not exceed Ten Thousand Dollars (\$10,000.00) without an amendment to this Agreement.

#### **SECTION IV** **ACCOUNTING RECORDS**

CONSULTANT shall maintain complete and accurate records with respect to costs recovered and incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of SAFE during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, software, spreadsheets, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

#### **SECTION V** **GENERAL PROVISIONS**

1. **Termination of Agreement.**

A. The Executive Director, acting on behalf of the SAFE may, by written notice to CONSULTANT, immediately terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof. Unless otherwise specified in the notice of termination, upon receipt of the notice of termination CONSULTANT shall immediately cease to provide Services. Upon termination, CONSULTANT shall be compensated only for those services which have been adequately rendered to SAFE, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for cause. In the event that this Agreement is terminated, CONSULTANT shall, within thirty (30) days of notification of termination, complete those items of work which are in various stages of completion and which SAFE's Executive Director determines are necessary to bring the work to a timely, logical, and orderly end.

B. In the event this Agreement is terminated in whole or in part as provided in paragraph A of this section, SAFE may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in paragraph A of this section, CONSULTANT shall, at no additional cost to SAFE, provide SAFE all finished or unfinished documents, data, software, spreadsheets, programming source code, reports, etc., prepared by CONSULTANT in connection with the performance of Services under this Agreement.

2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:** Ron DeLaby  
P.O. Box 596  
Cumming, GA 30028

**SAFE:** San Bernardino SAFE  
1170 W. 3<sup>rd</sup> St., 2<sup>nd</sup> Floor  
San Bernardino, California 92410-1715

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

3. Attorney's Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorney's fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section V, Paragraph 4, Indemnification.

4. Indemnification. CONSULTANT shall defend with counsel approved by SAFE, indemnify and hold SAFE, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of CONSULTANT arising out of or in connection with CONSULTANT's performance of this AGREEMENT, including without limitation the payment of attorneys' fees.

5. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

6. Governing Law and Venue. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. Therefore, the law of the state of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this Agreement. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule

of court which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

7. Time of Essence. Time is of the essence for each and every provision of this Agreement.

8. SAFE's Right to Employ Other Consultants. SAFE reserves the right to employ other consultants in connection with this project.

9. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, but shall not be assigned by CONSULTANT without the prior written consent of SAFE.

10. Prohibited Interests.

A. Solicitation. CONSULTANT warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SAFE shall have the right to rescind this Agreement without liability.

B. Conflict of Interest. For the term of this Agreement, no member, officer or employee of SAFE, during the term of his or her service with SAFE, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. CONSULTANT covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services required hereunder.

C. If CONSULTANT is a "public official," as defined by Government Code Section 82048 and California Code of Regulations Section 18700, CONSULTANT agrees to abide by the provisions of the Conflict of Interest Code of SAFE and the determination of the Executive Director as to the status of CONSULTANT's position and the filing of Statements of Economic Interests pursuant to the Political Reform Act (Government Code Section 81000, et seq.). SAFE shall provide a copy of said Conflict of Interest Code to CONSULTANT if CONSULTANT is requested to file.



11. Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of SAFE's Minority Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

12. Consent. Whenever consent or approval of any party is required under this Agreement, that party shall not unreasonably withhold nor delay such consent or approval.

#### **SECTION VI** **SUBCONTRACTING**

1. CONSULTANT shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of SAFE.

2. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the date first hereinabove written.

SAN BERNARDINO SAFE

CONSULTANT:

By: \_\_\_\_\_  
Gary C. Ovitt, President

By: \_\_\_\_\_  
Ron C. DeLaby

APPROVED AS TO FORM FOR SAFE:

By:  \_\_\_\_\_  
Jean Rene Basle, SAFE Counsel

### SCOPE OF WORK

CONSULTANT shall provide the following services:

- TASK 1. Collect and assimilate all pertinent data from applicable agencies. CONSULTANT shall work closely with SAFE's call box maintenance vendor to establish the amounts of loss sustained during incidents. Accident reports will be obtained from the appropriate law enforcement agency. All information will be utilized to determine the nature and extent of loss as well as the identification of the responsible party.
- TASK 2. Establish an incident identification system consisting of one file per loss. Each loss will be assigned an investigation number for purposes of future identification. Each loss will be maintained in an individual file folder that will contain all investigative information and collection process. The file folder will become a data package that will be prepared as though for trial.
- TASK 3. Pursue all available avenues of recovery as are available under California laws. Such laws include but are not limited to: Sections 1714.1 Civil Code (Parental Responsibility for minor misconduct); 594 Penal Code, (Malicious Damage to Property); 790.03 (2,3,4,5) Insurance Code (Responsibility of Insurance Company to Pay Claims); 17300 & 17707 California Vehicle Code (Willful or Negligent damage).
- TASK 4. Identify and submit a demand for payment on all liable parties where applicable and negotiate settlements for SAFE's approval.
- TASK 5. Establish and monitor a payment schedule for the liable party where applicable. CONSULTANT will establish a cooperative agreement and payment schedule. Any recovery on behalf of SAFE will conform to the provisions of section(s) 1788-1788.2, Civil Code.
- TASK 6. Establish a payment/recovery record. All payments will be sent to the consultant for purposes of record keeping, then forwarded to SAFE in the quarterly report. SAFE will be the sole payee.
- TASK 7. Provide investigative data as needed consisting of:
- A. Collection of all related information pertaining to each individual loss.

- B. Interview and/or collection of all witness statements when necessary.
- C. Preparation of written reports documenting investigative data when necessary.

- TASK 8. Provide quarterly status reports of activity to SAFE. CONSULTANT will provide quarterly accounting of the status of all files. Such reporting will occur whether or not the file is open or closed, and whether settlement or collection is pending.
- TASK 9. Maintain all files in working order. All working files will be available for inspection and/or audit at any time by SAFE or its designated agent. CONSULTANT will maintain all working files on premise for review and copies of any such files will be provided to SAFE upon request.
- TASK 10. Retain closed files for a period of four years. CONSULTANT will arrange for the storage of files in a secure facility for a period of four (4) years following the closing of each file.
- TASK 11. Provide and maintain necessary insurance overage on all consultants or firm employees.
- TASK 12. CONSULTANT shall file California SR-1 forms when call box damage exceeds \$500.00 and there is reason to believe the responsible party was driving without insurance coverage.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** May 20, 2009

**Subject:** Approve Contract No. C09124 with Parsons Transportation Group for Program Management and Other Specialty Professional Services

**Recommendation:\*** Approve Contract No. C09124 with Parsons Transportation Group for Program Management and Other Specialty Professional Services by the Plan & Programs Policy Committee followed by ratification by the SANBAG Board in an amount not to exceed \$18,681,751.

**Background:** This is a new consultant services contract. The contract is for Program Management and Other Specialty Professional Services. In January 2009 the Board authorized the release of a Program Management and Other Specialty Professional Services Request for Qualifications (RFQ) to consultants and the solicitation began for Statements of Qualifications (SOQ)s. During the procurement process the State issued new Disadvantage Business Enterprise (DBE) requirements that need to be complied with by June 2, 2009.

While funding for the contract was anticipated to consist mainly of Measure I funds, consideration toward federal reimbursement was given. Given this, the new Mandatory Race Conscious (RC) DBE Program requirements need to be met in order to utilize future federal funds. According to the State of California Department of Transportation June 2, 2009 is the deadline by which a project must be awarded in order to qualify to use the existing Race Neutral (RN) DBE requirements. If the June 2, 2009 deadline is not met, modifying the language in this consultant contract to include the new DBE language is not an option. In addition the whole procurement process would need to be redone, which is very

\*

*Approved  
Plans and Programs Policy Committee*

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

time consuming and costly. Given, that the next Board meeting is on June 3<sup>rd</sup>, staff is requesting that the Plans & Programs Policy Committee approve the subject contract followed by ratification by the Board.

For the above discussed RFQ, SANBAG received five (5) SOQs from the following teams:

- Bechtel
- Fluor
- Harris & Associates
- PBS&J
- Parsons Transportation Group

Utilizing the SANBAG consultant selection process, a committee consisting of representatives from Caltrans, OCTA and SANBAG reviewed and rated the SOQs. Each Statement of Qualification (SOQ) was rated in five categories; firm qualifications, personnel qualifications, project understanding, staffing capability, and project controls approach. All firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the services needed and substantial experience for the principal discipline lead staff. However, after deliberations, the selection panel short-listed three (3) firms/teams. The shortlisted firms were:

- Fluor
- Harris & Associates
- Parsons Transportation Group

Interviews were conducted on March 27, 2009 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated based on their responses to interview questions. All three firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The selection committee unanimously selected the Parsons Transportation Group team as the most qualified to perform the work and presented the best understanding of the scope of services.

Cost negotiations yielded breakdowns of different costs for this contract due to the components which include the core team, on-call technical support, and the project control system. An estimated annual cost for the Parsons Transportation Group on-site core team is \$3,317,118. The core team will provide project management, construction management, scheduling, estimation, contract management, and document control services. The Parsons Transportation Group team also includes on-call technical support services to provide a multitude of

professional services as needed. This is the team that would assist in reducing Caltrans review time by providing quality and constructability reviews when needed, thus improving the completeness of our plans and specifications and shortening the number of submittal and review cycles. This serves to maintain our project schedules and control or reduce overall project costs. In addition, the on-call staff and subconsultants would provide consultation for specialized topics such as environmental, surveying, design/build, right of way, claims and public outreach. Also, DBE and DVBE firms are included on the team as well, should the need arise. While utilization is uncertain for these on-call technical support services an estimated cost is \$1,143,995 annually.

Another component of the contract includes procurement, implementation, and support services for a web-based project control system. The estimated one-time cost for the start up team is \$241,875 with an additional \$25,290 for software and licenses. Thereafter, it is estimated that the system would cost \$8,700 per year for maintenance. The final component of the cost estimate includes Other Direct Costs estimated at \$133,833 per year. After the initial start up of the project control system, the annual cost for professional services under this contract is expected to be approximately \$4,603,647.

***Financial Impact:*** This action is consistent with the 2008/09 Budget. TN 815.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 14, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09124  
by and between  
San Bernardino County Transportation Authority  
and  
Parsons Transportation Group  
for  
Program Management and Other Specialty Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract # _____  Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original  <input type="checkbox"/> Amendment	
Notes:				
Original Contract:        \$ <u>18,681,751</u>  Contingency Amount:       \$ <u>0</u>		Previous Amendments Total:        \$ _____ Previous Amendments Contingency Total:    \$ _____ Current Amendment:                    \$ _____ Current Amendment Contingency:        \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>18,681,751</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
815-880	5553	Measure I Valley		\$ <u>18,681,751</u>
				\$ _____
				\$ _____
				\$ _____
Original Board Approved Contract Date: <u>06/3/09</u> Contract Start: <u>06/04/09</u> Contract End: <u>6/04/13</u> New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>405,176</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>18,276,575</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>815</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: No <input type="checkbox"/> Yes ____ %				
Task Manager: <b>Garry Cohoe</b>			Contract Manager:	

 Task Manager Signature	Date	5/14/09 Contract Manager Signature	Date
Chief Financial Officer Signature		Date	

**CONTRACT NO: C09124**

**PROVIDE PROGRAM MANAGEMENT AND OTHER SPECIALTY  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**



## **TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
Article 1 Description of Services .....	1
Article 2 Performance Schedule .....	1
Article 3 Contract Price and Cost Principles .....	2
Article 4 Availability of Funds .....	3
Article 5 Taxes, Duties, Fees .....	3
Article 6 Invoicing and Payments .....	3
Article 7 Documentation and Right of Audit .....	4
Article 8 Responsibility of the Engineer .....	5
Article 9 Reporting Requirements/Deliverables .....	5
Article 10 Permits and Licenses .....	5
Article 11 Technical Direction .....	6
Article 12 Changes .....	7
Article 13 Federal and State Mandatory Provisions .....	7
Article 14 Conflict of Interest .....	9
Article 15 Key Personnel .....	10
Article 16 Representations .....	10
Article 17 Proprietary Rights/Confidentiality .....	10
Article 18 Terminations .....	12
Article 19 Stop Work Orders .....	13
Article 20 Claims .....	13
Article 21 Insurance .....	13
Article 22 Indemnity .....	15
Article 23 Damages due to Errors and Omissions .....	16
Article 24 Ownership of Drawings and Data .....	16
Article 25 Subcontracts .....	16
Article 26 Inspection and Access .....	17
Article 27 Independent Contractor .....	17
Article 28 Precedence .....	17
Article 29 Communications and Notices .....	18
Article 30 Disputes .....	18
Article 31 Gratuities .....	19
Article 32 Review and Acceptance .....	19
Article 33 Safety .....	19
Article 34 Assignment .....	19
Article 35 Amendments .....	20
Article 36 Governing Law and Venue .....	20
Article 37 Prevailing Wages .....	20
Article 38 Contingent Fee .....	20
Article 39 Location of Performance .....	20
Article 40 Entire Document .....	21
Article 41 Attorney's Fees .....	21

**CONTRACT**  
**FOR**  
**PROGRAM MANAGEMENT AND OTHER SPECIALTY SERVICES**

This Contract, entered into this 3rd day of June 2009, by the firm of Parsons Transportation Group (hereinafter called CONSULTANT) whose address is:

3200 E. Guasti Road, Suite 200  
Ontario, CA 91761

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

Whereas, AUTHORITY desires CONSULTANT to perform certain professional and technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional standards generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and other specialty profession services standards.

**Article 2      Performance Schedule**

2.1      The Period of Performance by CONSULTANT under this Contract shall commence on June 4, 2009 and shall continue in effect for 48 months, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided.

### **Article 3      Contract Price and Cost Principles**

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed \$18,681,751. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT's fee for services is included in the total estimated contract noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

#### **Article 4 Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

#### **Article 5 Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6 Invoicing and Payments**

6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. Invoices shall be

submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 Appearance at Hearings – If and when required by AUTHORITY, CONSULTANT shall render assistance at hearings as may be necessary for the performance of the services.

## **Article 7      Documentation and Right of Audit**

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2 The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal

shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG's sole discretion. Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract without liability by the CONSULTANT and as provided in article 18.1, Termination for Convenience.

## **Article 8      Responsibility of the Program/Project Manager**

- 8.1      The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2      In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and safety of the program and projects and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

## **Article 9      Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

## **Article 10     Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

## **Article 11      Technical Direction**

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Director of Freeway Construction, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:
  - 11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
  - 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Director of Freeway Construction or designee does not have the authority to, and may not, issue any technical direction which:
  - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";
  - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
  - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
  - 11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.
  - 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the

scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.

- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
  - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;
  - 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

## **Article 12 Changes**

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

## **Article 13 Federal and State Mandatory Provisions**

- 13.1 Equal Employment Opportunity/Nondiscrimination
  - 13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are



employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive

Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

### 13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### 13.3 Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise (DBE/DVBE)

The CONSULTANT shall comply with all DBE/DVBE State and Federal requirements when performing work which require DBE/DBVE participation.

## Article 14 Conflict of Interest

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

- 14.3 The selected CONSULTANT and SUBCONSULTANT firms whose representatives occupy the roles of corridor manager, program manager, or project manager on this contract will be precluded from any award of future environmental, design or construction management/construction inspection projects for SANBAG. No conflict of interest shall exist for SUBCONSULTANT firms who offer services on this contract, other than those roles specified above, and pursue future environmental, design or construction management/construction inspection projects with SANBAG. Firms with existing SANBAG contracts who wish to submit an SOQ will not be subject to a conflict of interest. In this instance, SANBAG shall provide a project manager to manage the particular project in question. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the Director of Freeway Construction.

#### **Article 15 Key Personnel**

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Agreement.
- 15.2 Key Personnel are representatives providing services for Corridor Project Management, Project Management, Project Controls, Contract Management, Administrative Support, and Construction Management.

#### **Article 16 Representations**

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

#### **Article 17 Proprietary Rights/Confidentiality**

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then

- CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.
- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## Article 18 Terminations

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.
- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by

AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

18.4 The Authority's Director of Freeway Construction shall have the full authority and discretion to exercise Authority's rights under this Article 18, Terminations.

## **Article 19 Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination.

## **Article 20 Claims**

AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

## **Article 21 Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage with limits of not less than \$1,000,000, per claim or occurrence and \$2,000,000 in the aggregate. CONSULTANT shall secure and maintain this insurance or "tail"

coverage provided throughout the term of this Contract and for a minimum of three (3) years after contract completion.

- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons including volunteers providing Services on behalf of CONSULTANT and all risks to such persons under this Agreement.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000.00 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.
- 21.6 Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

- 21.7 **Waiver of Subrogation Rights.** The CONSULTANT shall require the carriers of required coverages to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.
- 21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.
- 21.9 Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- 21.10 The AUTHORITY's contract with its general contractor for each project is to require such contractor to obtain a Builder's Risk or Course of Construction Insurance, insuring on an "All Risks" basis with a limit of not less than the full insurable replacement cost of the project subject to deductible amounts as selected by AUTHORITY, and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of AUTHORITY, CONSULTANT and its related entities, contractors and subcontractors of all tiers. The construction contract shall require that such insurance be primary, and shall include coverage for physical damage resulting from the Services and shall include an insurer's waiver of subrogation or right of recourse in favor of each party insured thereunder. Furthermore, the construction contract shall require that such insurance shall remain in effect until the applicable project is completed and accepted by the AUTHORITY. The CONSULTANT, in its role as Project Manager, shall ensure that the requirements of this section are met.

## **Article 22 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; to the extent that the methods, processes, designs, information or other items have been used in the manner and for the purpose intended by this



contract; and

- 22.2 Any and all claims, causes of action, liabilities, losses, costs or expenses, that arises out of, pertains to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

## **Article 23 Damages due to Errors and Omissions**

- 23.1 Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

## **Article 24 Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

## **Article 25 Subcontracts**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

**Article 26 Inspection and Access**

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

**Article 27 Independent Contractor**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

**Article 28 Precedence**

- 28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request for Qualifications which are incorporated herein by reference.

28.2 The following order of precedence shall apply:

28.2.1 This Contract, its General Terms and Conditions, and Attachments

28.2.2 CONSULTANT's Statement of Qualifications

28.2.3 AUTHORITY's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

## **Article 29 Communications and Notices**

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: Parsons Transportation Group  
Address: 3200 E. Guasti Road, Suite 200  
Ontario, CA 91761  
Attn: Khalil Saba  
Phone: (909)218-3590  
Fax: (909)218-3605

For AUTHORITY:

Name: San Bernardino Associated Governments  
Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
Attn: Mr. Garry Cohoe  
Phone: (909) 884-8276  
Fax: (909) 885-4407

29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

## **Article 30 Disputes**

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

**Article 31      Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

**Article 32      Review and Acceptance**

All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

**Article 33      Safety**

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

**Article 34      Assignment**

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

**Article 35      Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

**Article 36      Governing Law and Venue**

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**Article 37      Prevailing Wages**

The CONSULTANT is alerted to the requirements of California Labor Code Section 1770 et seq. and agrees to defend, indemnify, and hold harmless AUTHORITY and its officers, employees, consultant, and agents from any claim or liability including, without limitation, attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Section 1770 et seq.

**Article 38      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 39      Location of Performance**

NOT USED

**Article 40    Entire Document**

- 40.1    This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 40.2    No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 40.3    As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

**Article 41    Attorney's Fees**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel



**SCOPE OF WORK**

**CONTRACT NO: C09124**

**EFFECTIVE DATE: TBD**

**by and between**

**San Bernardino  
County Transportation Authority**

**and**

**Parsons Transportation Group**

**To**

**PROVIDE PROGRAM MANAGEMENT AND OTHER SPECIALTY  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**



## **SCOPE OF WORK**

### **Program Management and other Specialty Professional Services**

The San Bernardino County Transportation Authority is contracting for Program Management Consultant services to support the implementation of various transportation projects.

#### **1.0 BACKGROUND**

San Bernardino County Transportation Authority (SANBAG) is responsible for managing transportation projects in San Bernardino County including environmental, design, and construction. The projects comprise improvements for freeways, highways, grade crossings, and local roads. In addition, an environmental mitigation project is included. SANBAG is obligated to deliver the projects using the funds available and in a timely manner. The Project Management Consultant (CONSULTANT) will assist the SANBAG staff by providing staff assistance and technical expertise in managing and overseeing transportation projects.

Each project will be a significant undertaking that requires CONSULTANT assistance to serve as advisors, managers, and extension to SANBAG staff.

#### **2.0 GENERAL DESCRIPTION OF SERVICES**

CONSULTANT shall function as extension of SANBAG staff and supplement SANBAG staff by providing specialized expertise as required to effectively manage the program as well as individual projects. Under this scope of work, CONSULTANT shall assist SANBAG staff in the oversight, management, and completion of all work associated with the development of the projects thru construction. CONSULTANT shall also assist in the procurement of professional services for project components. CONSULTANT's support shall be in the following general categories:

- Program Management
- Project Management
- Technical Oversight and Support
- Contract Management
- Project Controls
- Administrative Support
- Construction Management

SANBAG will provide overall direction for the transportation program and assign its own staff to perform specific job responsibilities. CONSULTANT shall supplement SANBAG staff and provide specialized expertise as requested.

### **3.0 SCOPE OF SERVICES**

#### **3.1 Program Management**

CONSULTANT shall assist in managing and directing CONSULTANT personnel assigned in project management, technical oversight and support, contract management, project controls, administrative support, and construction management in an effort to deliver the remaining existing Measure I Projects as well as the upcoming Measure I projects. CONSULTANT shall provide technical expertise and support in all areas of project management, construction management, project controls, and other specialty subjects related to transportation and environmental mitigation projects. Reporting of project scope, schedule, and cost shall be performed routinely and as requested for various audiences. It is anticipated the CONSULTANT Program Manager will neither require a full time staff member nor report to SANBAG facilities daily. If the CONSULTANT Program Manager is assigned full time and reports to the SANBAG facility daily then the representative shall also serve as a project manager on specific SANBAG projects.

#### **3.2 Project Management**

CONSULTANT shall assist SANBAG in managing both corridor and individual transportation projects. CONSULTANT shall work with SANBAG, other consultants, federal agencies and its agents, Caltrans, County of San Bernardino, utility companies, various cities, and other stakeholders to assist in developing these projects. Activities include, but are not limited to:

- Project management activities, collaborative practices, and problem solving for both corridor and project level.
- On-going project management direction and coordination.
- Write and maintain project management plans with particular emphasis on meeting Federal Highway Administration (FHWA) and Caltrans requirements.
- Support in coordination of interagency and public/involvement/consensus building including the preparation of presentation materials and making presentation, as requested, and documentation of this process.
- Ability to maintain and foster relationships with agencies, local governments, and other consultants.
- Assist in coordinating projects with agencies such as Federal Highway Administration (FHWA), Caltrans, County of San Bernardino, cities, utility companies, and other local agencies and stakeholders.
- Maintain scope, cost, and schedule for projects and programs.
- Work on an integrated team relationship with SANBAG's staff.

- Manage and oversee other consultant's work, including performing design reviews.
- Establish project delivery plans and maintain adherence to them.
- Assure quality and efficient/timely completion of all project components.
- Coordinate design reviews by other governmental agencies and private companies.

### **3.3 Technical Support**

CONSULTANT shall assist SANBAG in the oversight of work performed by other consultants. CONSULTANT shall provide technical assistance on an as-needed basis. This work may be performed by CONSULTANT staff assigned to SANBAG's office or by others working out of the CONSULTANT's office. As necessary, support in technical areas will be specifically requested and identified by SANBAG. Activities include, but are not limited to:

#### *Technical Support*

- CONSULTANT shall provide as-needed transportation engineering and technical expertise in all major elements of architecture and engineering (civil, structural, electrical, traffic, landscape architecture, drainage, utilities) as they pertain to design of transportation projects.
- Development, maintenance, and control of design criteria and standards for transportation projects.
- Prepare and review cost estimates and unit costs in accordance with FHWA and/or Caltrans guidelines.
- Advise SANBAG staff in technical matters and assist in the resolution of technical issues and problems, including claims review and resolution.
- Value engineering and constructability review expertise as needed.
- Provide utility coordination, agreement preparation, and execution assistance.
- Assist in the preparation and implementation of Project Management Plans.
- Coordinate peer reviews and partnering sessions.
- Provide expertise in preparing information to meet Project Approval/Environmental Document (PA&ED), Project, Specifications & Estimates (PS&E), Bid Package, and Advertise & Award requirements including any progress reporting.
- Risk analysis support.
- Preparation of graphics and visuals.

- Specialized reports as assigned, including pre- and post- construction surveys.

### **3.4 Contract Management**

CONSULTANT shall provide contract management assistance to the SANBAG staff. Activities include, but are not limited to:

- Support in procurements of other consultants on the transportation projects, including assistance with project delivery methods, and contract administration.
- Assist SANBAG staff in preparing cooperative agreements with other agencies, and consultant agreements, amendments, and scopes of work.
- Assist in reviewing other consultant, or local agency invoices for compliance with contract or cooperative agreement terms, including review for accuracy and consistency.
- Assist in administering payments, and other associated general administrative activities.
- Prepare contract status reports.

### **3.5 Project Controls**

CONSULTANT shall assist the SANBAG staff with scheduling, budgeting, cost control, change control, quality control, and document control. Activities include, but are not limited to:

- Assist in establishing and maintaining the transportation program schedule, and monitor the individual project schedules.
- Assist in establishing project budgets and monitoring cost estimating by other consultants.
- Manage and maintain current cost estimates for each project and evaluate and incorporate any cost or project scope changes.
- Monitor the Quality Assurance/Quality Control (QA/QC) program established by other consultants working on the transportation program, including establishing an overall program standard of quality and monitoring its adherence.
- Update, manage, and maintain the SANBAG document control system and database per SANBAG procedures. All incoming and outgoing items shall be logged, filed and distributed. Other document control activities include the logging and storage of archival information, security of controlled documents, and electronic file maintenance. Accurate records of correspondence, drawings, reports, and other project related documents and deliverables shall be maintained.

- Provide expertise of state-of-the-art knowledge of information technology practices as related to project controls.

### **3.6 Administrative Support**

CONSULTANT shall provide day-to-day administrative support to the SANBAG Project Management Team developing transportation projects. This administrative support shall provide all necessary administrative and secretarial assistance. Anticipated activities include, but are not limited to:

- Assisting in the preparation of reports and correspondence.
- Data processing and preparation of databases, spreadsheets, flow diagrams, agendas, meeting reports, coordinate travel arrangements, and assist in drafting power point presentations.
- Research and summarization as requested.
- Other administrative duties as assigned.

### **3.7 Construction Management Support**

CONSULTANT shall provide as needed construction management consultation for constructability review and claims evaluation and resolution.

## **4.0 STAFFING**

### **4.1 Level of Support**

All CONSULTANT staff shall work in an integrated team relationship with SANBAG staff members, as well as other consultants. The level of effort required by the CONSULTANT key staff team under this contract shall be of such level to provide the project management and project control to ensure the successful delivery of a well managed program. The CONSULTANT key staff shall be assigned full-time and shall be available Monday thru Friday. The level of effort of this key staff will be re-evaluated periodically to assure that the appropriate level of support is maintained. SANBAG shall have sole discretion in defining and making changes in positions and tasks assigned to CONSULTANT during any re-evaluations. CONSULTANT shall provide support in the following functions:

- Corridor Project Management
- Project Management
- Technical Oversight and Support
- Project Controls
- Contract Management
- Administrative Support

- Construction Management

Due to the potential variability in the transportation program requirements, CONSULTANT shall supplement the core staff by providing SANBAG approved specialized personnel/expertise as required to assist in effectively providing the functions above.

#### **4.2 Location**

The CONSULTANT core staff shall be co-located with SANBAG staff at its administration facilities located at 1170 W 3<sup>rd</sup> St, San Bernardino, CA 92410.

#### **4.3 Material and Services Provided By SANBAG**

SANBAG will provide office space, furniture, basic computer hardware and software, telephones, office supplies, and printing services to individuals assigned to SANBAG's office in San Bernardino, California. Any special equipment, specialized computer software, or supplies required by these individuals shall be provided by CONSULTANT.

### **5.0 DELIVERABLES**

#### **5.1 Anticipated Deliverables**

CONSULTANT shall cause to happen the deliverables pertinent to tasks assigned by SANBAG. Deliverables for the transportation program include, but are not limited to:

- |   |   |
|---|---|
| • Project management plans  | • Planning reports and studies as assigned      |
| • Project schedules   | • Graphics and visuals                          |
| • Design/other consultant reviews                                     | • Agency cooperative agreements                 |
| • Utility agreements  | • Procurement and contract management documents |
| • Design criteria(s) and standards                                    | • Project status reports                        |
| • Cost estimates (capital and O&M)                                    | • Program schedules                             |
| • Value engineering, constructability and peer review session reports | • Project budgets                               |
| • Risk analysis documentation   | • QA/QC monitoring reports                      |
| • Technical reports and studies as assigned                           | • Document control logs                         |
| • Constructability Review   | • Project closeouts                             |
| • Claims Review, Consultation   |   |

Specific deliverables will be further defined during the term of the Agreement.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 7

**Date:** May 20, 2009

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:\***

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 (AB1012) requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the Federal Highway Administration (FHWA) to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the

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*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 3 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by April 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. As of September 30, 2008, SANBAG has met AB1012 requirements for federal fiscal year 2006. Please refer to attached Caltrans Local Assistance “Apportionment Status Report” for apportionment balances for both CMAQ and STP funds. According to schedules provided by project sponsors in the quarterly reporting, SANBAG will meet the obligation requirements for fiscal year 08/09, as well.

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligation Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. In addition, FHWA has been issuing rescissions of federal apportionments. An analysis of the projected impacts of the OA Management Policy and the federal rescissions is necessary before allocation of additional funds.

***Financial Impact:*** Funding for SANBAG’s monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37309000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG’s inability to assure timely obligation of funds to avoid loss to the agency and its members.

***Reviewed By:*** This item was reviewed by the Mountain Desert Committee on May 15, 2009, and the Plans and Programs Committee on May 20, 2009.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming



**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Programmed Amount	Program Year	Target oblig.	Obligated Amount	2008 Quarterly Reports				Comments
							1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	\$224,000	09/10	2/10	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 2/10
Barstow Transit	3 - 32' CNG Replacement Vehicles	20041303	\$418,747	08/09	7/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	To be obligated by end of FFY
MARTA	Replacement Paratransit Vehicle Purchase	200423	\$224,200	08/09	8/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	To be obligated by end of FFY
MBTA	2 - 32' CNG Replacement Vehicles	20040812	\$274,797	08/09	7/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	To be obligated by end of FFY
Victorville	Park & Ride at Victor Valley College	01-048	\$650,000	09/10	11/09	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 8/09
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	\$639,101	09/10	11/09	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 10/09
Victorville	Bear Valley Road / Fish Hatchery Rd Signal	20041201	\$180,000	09/10	11/09	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 7/09
VVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	\$1,136,725	08/09	7/09	\$265,590	Apr-08	Jul-08	Oct-08	Jan-09	To be obligated by end of FFY
<b>TOTALS</b>						<b>\$3,747,570</b>					

**Obligation Status**

<u>Fiscal Year 08/09:</u>
Obligated Amount to Date*      \$ 265,590
Additional Obligation Scheduled by 10/09      \$2,054,469

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

\*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB

**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Programmed Amount	Program Year	Target Oblig	Obligated Amount	2008 Quarterly Reports				Comments
							1	2	3	4	
Caltrans	I-215 - I-10 to SR 30 HOV Lanes & Op Improvements	713	\$83,939,000	08/09	6/09	\$83,939,000	Apr-09	Jul-08	Oct-08	Jan-09	Obligated 5/09
Colton	Washington St at Reche Cyn & Hunts Ln Mitigation	00-102	\$400,000	09/10	8/10	\$60,000	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 11/09
San Bernardino	Metrolink Parking Structure	20020802	\$6,608,000	08/09	7/09	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON submitted 4/09
SANBAG	Rideshare Program for South Coast Air Basin	20040827	\$6,083,000	08/09	8/10	\$6,083,000	Apr-09	Jul-08	Oct-08	Jan-09	Obligated 11/08
SANBAG	Valley Traffic Signal Coordination - Tier 2	2001014	\$1,752,724	08/09	7/09	\$1,752,724	Apr-09	Jul-08	Oct-08	Jan-09	Oblig. 9/08. Remaining \$724,246 moved to Tier 3&4 for PS&E
SANBAG	Valley Traffic Signal Coordination - Tier 3 & 4	20061502	\$5,000,000	08/09	7/09	\$1,000,000	Apr-09	Jul-08	Oct-08	Jan-09	RFA-PSE to be submitted 6/09
Upland	Upland Metrolink Station - Parking Expansion	20040825	\$2,776,800	10/11	3/11	\$0	Apr-09	*	Oct-08	Jan-09	RFA- CON to be submitted 11/10
		<b>TOTALS</b>	<b>\$108,539,524</b>			<b>\$92,814,724</b>					

**Obligation Status**

<u>Fiscal Year 08/09:</u>	
Obligated Amount to Date*	\$92,814,724
Additional Obligation Scheduled by 10/09	\$ 8,608,000

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

\*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Programmed Amount	Program Year	Target Oblig.	Obligated Amount	2008 Quarterly Reports				Comments
							1	2	3	4	
Adelanto	El Mirage Rehab & Paving - West City Limits to US95	01-036	\$1,375,466	09/10	6/10	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 3/2010
Caltrans	I-215 - I-10 to SR30 HOV Lanes & Op Improvements	713	\$64,157,000	09/09	6/09	\$64,157,000	Apr-09	Jul-08	Oct-08	Jan-09	Obligated 5/1/09
Colton	Main Street and Iowa Avenue Intersection Improvements	01-077	\$230,000	09/10	10/09	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-ROW to be submitted 8/09
Hesperia	Ranchero Rd Grade Separation	SBD031276	\$3,650,000	09/10	3/10	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 1/10
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	\$1,925,000	09/10	3/10	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-ROW to be submitted 1/10
SB County	SB County 110% Minimum Guarantee	SBCMG	\$5,566,214	08/09	7/09	\$5,471,845	Apr-09	Jul-08	Oct-08	Jan-09	Partially obligated
SB County	Flamingo Heights Lander Rd	20061705	\$2,200,000	09/09	8/09	\$0	Apr-09	*	*	*	RFA-PE to be submitted 7/09
SB County	Needles Hwy-N St to Nevada StateLine-Realign, Rehab	01-033	\$1,434,865	09/10	5/10	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 3/10
SB County	National Trails Hwy - Passing Lanes	01-038	\$1,597,284	10/11	6/11	\$0	Apr-09	Jul-08	Oct-08	Jan-09	RFA-ROW to be submitted 4/11
	<b>TOTALS</b>		<b>\$53,135,829</b>			<b>\$69,628,845</b>					

**Obligation Status**

Fiscal Year 08/09:

Obligated Amount to Date\*      \$69,628,845  
Additional Obligation Scheduled by 10/09      \$3,294,369

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 8

**Date:** May 20, 2009

**Subject:** Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) Apportionment Balances and Obligation Authority Delivery Status for Fiscal Year (FY) 2008/09

**Recommendation:\*** Receive status report on CMAQ and RSTP Apportionment Balance and Obligation Authority (OA) delivery for FY08/09

**Background:** For FY 2008/09, SANBAG received a \$27.3 million CMAQ apportionment that brought SANBAG's accumulative CMAQ apportionment balance from SAFETEA-LU to \$69.7 million. SANBAG also received a \$19.4 million (RSTP) apportionment, excluding the \$1,094,369 state cash exchange for the County of San Bernardino. This brought SANBAG's accumulative RSTP apportionments from SAFETEA-LU to \$42.8 million. Under federal guidelines the apportionments must be obligated within four years, after which the funds will lapse and no longer be available for obligation. However, for California under Assembly Bill 1012 (AB1012), the State took an extra step to ensure that no funds lapsed. AB1012 reduces the region's available apportionment time period from four years to three years. After three years, the state can take the unused regional apportionments to use on its own projects. Caltrans Headquarters Local Assistance provides annual AB1012 reports to assist regions in timely use of their funds.

Obligation Authority (OA) is needed to obtain the apportioned funds. As of March 31, 2009, SANBAG had a total of \$58.7 million in available OA. The OA sets the true federal reimbursement level and is usually lower than apportionment level. At the state level the OA cannot be carried from year to year. In order to obligate federal funds for a project, the region must provide the same levels of apportionments and

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*Approved*  
*Plans and Programs Policy Committee*

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

OA. While apportionments are categorized by air basins for CMAQ and urban region boundaries for RSTP, OA is not geography specific and are shared by both CMAQ and RSTP. In meeting the AB1012 requirements (three years) and to preserve OA (one year) to be used within the regions, Caltrans Local Assistance established a statewide OA Management Policy. The policy benefits regions that can exceed their delivery commitments through the following process:

1. Allow regions to borrow OA from one another to enable them to deliver larger projects that require more OA than annual allocations.
2. Allows Caltrans to adjust OA distribution based on interregional loans.
3. After May 1 of each year, a statewide local OA pool is established for regions to use on a "first-come-first serve" basis.
4. After May 1, regions that have exhausted their annual OA share can tap into the statewide OA pool to obligate more funds. At the same time, if regions have apportionments available, advance construction funds can be converted to true reimbursement funds, also known as AC Conversion.
5. In August of each year, FHWA may give out additional OA that other states are not able to use. The process is called the "August Redistribution".

On March 20, 2009, SANBAG submitted its Fiscal Year 2008/09 OA Delivery Plan with an OA delivery target of \$92.5 million, an aggressive 146% delivery goal. As of April 30, 2009, SANBAG delivered \$89 million in OA, a 141% delivery. The early delivery of the I-215 project allowed SANBAG to tap into the local OA pool and enabled AC conversion to occur a few years earlier. It is also possible that SANBAG could receive free OA during the August Redistribution this year. Early AC conversion allowed SANBAG to get federal reimbursement early and helps the agency's cash flow management. Additional OA gained through the local OA pool and the August Redistribution allows the agency to reduce the gap between apportionments and actual OA levels so that SANBAG can deliver more federal aid projects.

**Financial Impact:** Over \$23 million in OA conversion frees funds to be programmed on other projects. It is unclear how much additional OA SANBAG might gain through the August redistribution. Exceeding 100% OA delivery reduces the gap between apportionments and OA, which allows regions to tap into more federal funds.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on May 20, 2009.

**Responsible Staff:** Wendy Li, Chief of Programming  
Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** May 20, 2009

**Subject:** Programming Action to prevent TEA-21 and ISTEA earmark funds from being rescinded after September 30, 2009

**Recommendation:\*** 1) Receive report on the possibility of rescinding unobligated TEA-21 and ISTEA earmark funds by Congress.

2) Approve staff recommendation on timely obligation of the subject TEA-21 and ISTEA funds by September 30, 2009 through urgent FTIP Amendment #16.

**Background:** On April 8, 2009, SANBAG received a notification from Caltrans Local Assistance that several ISTEA and TEA-21 HPP earmarks in San Bernardino region might be rescinded in the next multi-year transportation act. The notification was based on a letter from the US House Representatives Committee on Transportation and Infrastructure addressing frame work for the new transportation act and its focus on performance and accountability. Although the Committee and DOT are still establishing the criteria by which earmarks will be subject to rescission, Caltrans urged local agencies to act fast to get these funds obligated by September 30, 2009 before the enactment of new transportation act.

In order to timely obligate these earmarks funds prior to September 30, 2009, the funds must be correctly programmed in the current FTIP. Funds must be in the correct funding year, either in FY08/09, or 09/10. The funds also need to be programmed in the correct phase of projects, such as Preliminary Engineering, Right of Way or Construction. Each phase has separate federal requirements for obligation. For example, the project has not received Environmental clearance (PAED), no funds can be obligated for R/W or Construction. SANBAG staff verified all subject funds

*Approved*  
*Plans and Programs Policy Committee*

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

and recommended process FTIP amendment immediately to gain time needed for the lengthy FTIP process. SANBAG staff worked with Caltrans, SCAG and local jurisdictions initiated FTIP Amendment #16 with the following programming actions:

1. Amends \$1,000,000 DEMO TEA 21 in FY 08/09 for Preliminary Engineering for the Evans Street improvement project in the City of Loma Linda. Agency lead: City of Loma Linda.
2. Amends \$500,000 DEMO TEA 21 in FY 08/09 for Construction for the Mission Blvd Improvement project in the City of Montclair. Agency lead: the City of Montclair.
3. Amends \$1,050,000 DEMO TEA 21 in FY 08/09 for Right of Way for the Mission Blvd Seg 1 & 2 Improvement project in the City of Ontario. Agency lead: the City of Ontario.
4. Amends \$2,473,000 DEMO TEA 21 in FY08/09 for Construction for the Airport Ground Access project in the City of Ontario. Agency lead: the City of Ontario.
5. Amends \$6,192,000 DEMO TEA 21 in FY 08/09 for Preliminary Engineering for the I10/Pepper Interchange project lead by the County of San Bernardino. Agency lead: the County of San Bernardino.
6. Amends \$4,018,000 DEMO TEA 21 in FY 08/09 for Preliminary Engineering for the I10/Tippecanoe Interchange Improvement project. The earmarks will buy-down the total project cost. Agency lead: SANBAG.
7. Amends \$4,823,000 DEMO ISTE A in FY08/09 for Right of Way for the I15/La Mesa Nisqualli Road Interchange project in the City of Victorville. The additional earmarks came from the un-spent balance of the Caltrans' I15 and I40 Improvement project that has been completed in early 2000. SANBAG staff worked with Caltrans and obtained concurrence to allocate the unspent balance to the I15/La Mesa Nasqualli Interchange due to its location on the I15 Corridor and its delivery schedule. The project is scheduled to achieve the Ready to List milestone in summer of 2009. The exact amount will reduce the exact amount of Measure I contribution to the project that required by the Nexus Study. Agency lead: the City of Victorville.

In summary, over \$20M earmarks funds will be saved through the Amendment #16. Funds can be obligated once the FTIP is approved. SANBAG anticipates these funds will be obligated in early July.

Plans and Programs Committee Agenda Item

May 20, 2009

Page 3

***Financial Impact:*** Over \$20M funds will be secured and avoid funds possibly be rescinded by Congress. In addition, total of \$8.8M earmarks provides savings for Measure I and buy-down local share contributions.

***Reviewed By:*** This item will be reviewed by the Plans and Programs Committee on May 20, 2009.

***Responsible Staff:*** Wendy Li, Chief of Programming  
Ty Schuiling, Director of Planning and Programming



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 10

**Date:** May 20, 2009

**Subject:** Scope of Work for Updating the Big Bear Modal Alternatives Analysis

- Recommendation:**\*
1. Approve the Scope of Work in concept (Attachment 1)
  2. Approve two-year, \$500,000 funding strategy as follows:
    - a. Southern California Association of Governments (SCAG) Contribution \$250,000 (\$125,000/year)
    - b. 1:1 match of SCAG Contribution:
      - i. Inland Valley Development Agency - \$62,500/year
      - ii. Measure I Traffic Management Systems (TMS) funds- \$31,250/year from the Valley \$31,250/year from the Mountains Subarea
  3. Approve loan from Valley Traffic Management/Environmental Enhancement or Traffic Management Systems (TMS) Programs to the Mountains TMS Program if total available Mountains TMS Program revenues are less than the necessary \$31,250/year contribution during the period of work, to be repaid to the source of the loan(s) at the earliest possible time with Mountain TMS revenue.
  4. Approve proportionate reduction in Measure I funds if other contributors are identified.

**Background:** The Big Bear Valley, located in the eastern San Bernardino Mountains, is home to about 25,000 full-time and part-time residents in the City of Big Bear Lake, and nearby unincorporated communities such as Big Bear City, Fawnskin, and Sugar

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* May 20, 2009

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

PPC0905a-ty  
Attachment: BBMAA-S/W  
40409000

Loaf. Additionally, the Valley is one of the premiere recreation areas for both summer and winter activities within a hundred-mile radius of the greater Los Angeles metropolitan area. The area boasts Southern California's largest alpine lake, as well as Southern California's best winter sports resorts.

Transportation to and from the Big Bear Valley poses a challenge. Access is provided by two-lane state highways with some four-lane sections: State Route 18 from the west and north, State Route 38 from the southeast, and State Route 330 connecting to SR 18 from the southwest. All are eligible for state scenic highway designation, and State Route 38 from Barton Flats to the Big Bear Valley has already been so designated. The scenic quality and environmental sensitivity of the National Forest lands traversed by these routes mean that these highways will not be improved to continuous divided highway or freeway standard in the foreseeable future, and even limited operational improvements such as the addition of local passing lanes and turnouts are difficult. These routes are congested during peak recreational and commute periods and are heavily impacted by inclement weather and rock fall, particularly in winter and early spring. Access is most challenging following the snowfalls that produce the conditions most attractive to winter sports enthusiasts. Movement of goods to and from the Big Bear Valley on the steep, winding roads is always problematic too, but is especially so under winter conditions or during periods of high recreation traffic in the summer and fall.

Alternative modes to provide safe, timely, all-weather access to the Big Bear Valley for residents, other individuals seeking to enjoy the area's recreational opportunities, and the goods and supplies needed to serve these populations have been considered in the past. Most recently, the "Big Bear Enhanced Ground Access Feasibility Study," completed in 1996 for San Bernardino Associated Governments by BRW and others, assessed the feasibility of technologies including cog rail, Aerobus, Aerorail, and TRASSE to provide high-capacity all-weather access to the Big Bear Valley from the San Bernardino Valley and the eastern terminus of Metrolink service. These technologies were considered as potential alternatives to highway widening. The analysis assessed the attributes of the alternate technologies, developed capital, operating, and maintenance costs for each, developed forecasts of ridership and revenue generation for each mode, and from this information provided a comparison of the modes in relation to their respective capacities to address future travel demand, capital and operating costs, and travel times.

None of the modal alternatives considered in the BRW Study were pursued for a variety of reasons, including lack of commitment from the mountain communities and resort operators, and an inability to capitalize such a project at the time. Since 1996, however, perspectives have changed, and the mountain, urban, and tourist populations that could be served by such an alternate mode have experienced explosive growth. Further, the technologies have evolved toward electrically powered, zero emission modes consistent with air quality attainment strategies in the South Coast Air Basin.

As previously noted, project costs will be split evenly between federal transportation planning grant funds from the Southern California Association of Governments (SCAG), and funding from Measure I and the IVDA. Consultant procurement and the consultant contract will be administered by SCAG. Project oversight and direction will be provided by a Management Team composed of representatives of the funding agencies and affected jurisdictions.

**Financial Impact:** This item is not consistent with the proposed Fiscal Year 2009-2010 SANBAG Budget. The impact to Valley Measure I TMEE and Mountain Measure I 2010-2040 TMS funds in combination could total \$125,000 over a period of two years. Agreements needed to formalize the funding arrangements described above will be brought back for committee review and approval by the SANBAG Board of Directors as they are completed.

**Reviewed By:** This item will be reviewed by the Plans and Programs Policy Committee on May 20, 2009.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming  
Duane Baker, Director of Management Services

## SCOPE OF SERVICES

### BACKGROUND

The Big Bear Valley, located in the eastern San Bernardino Mountains, is home to about 25,000 full-time and part-time residents in the City of Big Bear Lake, and nearby unincorporated communities such as Big Bear City, Fawnskin, and Sugar Loaf. Additionally, the Valley is one of the premiere recreation areas for both summer and winter activities within a hundred-mile radius of the greater Los Angeles metropolitan area. The area boasts Southern California's largest alpine lake, as well as Southern California's best winter sports resorts.

Transportation to and from the Big Bear Valley poses a challenge. Access is provided by two-lane state highways with some four lane sections: State Route 18 from the west and north, State Route 38 from the southeast, and State Route 330 connecting to SR 18 from the southwest. All are eligible for state scenic highway designation, and State Route 38 from Barton Flats to the Big Bear Valley has already been so designated. The scenic quality and environmental sensitivity of the National Forest lands traversed by these routes mean that they will not be improved to continuous divided highway or freeway standard in the foreseeable future, and even limited operational improvements such as the addition of local passing lanes and turnouts is difficult. These routes are congested during peak recreational and commute periods and are heavily impacted by inclement weather and rockfall, particularly in winter and early spring. Access is most challenging following the snowfalls that produce the conditions most attractive to winter sports enthusiasts. Movement of goods to and from the Big Bear Valley on the steep, winding roads is always problematic too, but is especially so under winter conditions or during periods of high recreation traffic in the summer and fall.

Alternative modes to provide safe, timely, all-weather access to the Big Bear Valley for residents, other individuals seeking to enjoy the area's recreational opportunities, and the goods and supplies needed to serve these populations have been considered in the past. Most recently, the "Big Bear Enhanced Ground Access Feasibility Study," completed in 1996 for San Bernardino Associated Governments by BRW and others, assessed the feasibility of technologies including cog rail, Aerobus, Aerorail, and TRASSE to provide high-capacity all-weather access to the Big Bear Valley from sites in the San Bernardino Valley and the eastern terminus of Metrolink service. These technologies were considered as potential alternatives to highway widening. The analysis assessed the attributes of the alternate technologies, developed capital, operating, and maintenance costs for each, developed forecasts of ridership and revenue generation for each mode, and from this information provided a comparison of the modes in relation to their respective capacities to address future travel demand, capital and operating costs, and travel times.

None of the modal alternatives considered in the BRW study were pursued for a variety of reasons, including lack of commitment from the mountain communities and resort operators, and an inability to capitalize such a project at the time. Since 1996, however, perspectives have changed, and the mountain, urban, and tourist populations that could be served by such an alternate mode have experienced explosive growth.

## PURPOSE AND OBJECTIVES

The principal objective of the Big Bear Modal Alternatives Analysis is identification of the most feasible all-weather, high-capacity, non-auto transportation mode to provide safe and timely access for passengers and goods from the San Bernardino Valley and the greater Los Angeles metropolitan area to the communities and resorts of the Big Bear Valley. Achieving this objective will require the following:

- a. Identification and evaluation of the alternative modes or technologies that can meet specified selection criteria such as capacity to move people, capacity to move freight, travel time, environmental and community sensitivity including air quality, ability to utilize one or more possible alignments (see below) to reach the Big Bear area, and right-of-way, capital, and operating costs and characteristics of each.
- b. Identification of logical termini and intermediate stations, if any, to maximize service and project feasibility, including consideration of opportunities for transit-oriented development or access to additional attractions or activity centers.
- c. Identification and assessment of alternate alignments between the termini and intermediate stations in consideration of the characteristics of the available technologies.
- d. Assessment of ridership/freight movement potential as a function of mode/technology, choice of termini and other stations, alignment and fare.
- e. Feasibility analysis and selection of the preferred technology, alignment and station configuration, and operating plan: estimation of farebox and freight movement revenues to cover operating, maintenance, and even capital costs of the selected alternative, and other possible sources of capital.
- f. If found to be potentially feasible, specification of the next steps toward implementation.

The Study will be guided by a Technical Advisory Committee (TAC) and will report periodically to a committee of elected officials who represent the affected areas of San Bernardino County (e.g. the Plans and Programs Policy Committee or a committee of elected officials constituted specifically for this project). The TAC is expected to meet monthly. Reports to the policy committee will be made on an as-needed basis, but four meetings with the policy committee can be anticipated. It is desired that the study be conducted in no longer than a 20-month time frame, including preparation of the draft and final reports. The study shall consider the relationship of this project to the Sustainable Communities Strategy to be developed as part of SANBAG and SCAG's response to Senate Bill 375.

### Task 1 – Project Management and Outreach

The project contract will be administered by the Southern California Association of Governments (SCAG). The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule regular phone calls between TAC meetings with the SANBAG and SCAG project managers. The monthly progress report shall document specific accomplishments of each task, difficulties encountered, and any adjustments recommended in the project schedule.

Monthly meetings will be scheduled with the project's Technical Advisory Committee (TAC). The consultant shall document the major points and actions taken at each TAC meeting and provide those notes to the SANBAG project manager within two weeks following each meeting. Four meetings will be held with the study's Policy Committee at key milestones.

The consultant team will develop a project database of affected parties and interested participants. The database will include resource agencies, key stakeholders, meeting participants, and interested community, environmental, and professional organizations. In addition, the team will conduct up to eight one-on-one meetings with key stakeholders. These meetings could also be used to supplement outreach to groups of elected officials or staff. Up to four fact sheets shall be provided containing basic information on project progress. The timing of the fact sheets shall be discussed with the TAC and shall be suitable for inclusion in city council agendas and for posting on SANBAG's web site.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide SANBAG with an electronic version of all reports, technical memos, and backup data prior to completion of the study. This shall include a PDF version of the final report. The consultant and subconsultants shall maintain consistent quality control procedures.

**Deliverables:**

- Monthly progress reports;
- Brief meeting notes and action items from the Technical Advisory Committee meetings;
- Up to four Fact Sheets
- Additional materials that can be posted on SANBAG's website, as determined in consultation with the SANBAG project manager.

**Task 2 - Data collection, analysis of existing conditions, and identification of potential modal technologies**

The consultant shall assemble and organize available information on time-of-day and seasonal travel demand by trip purpose to and from the Big Bear Valley. The data shall also include an inventory of freight and materials moved to and from the Big Bear Valley. The consultant shall conduct traffic counts or other studies as needed to assemble data needed pursuant to this task.

The consultant will also inventory and characterize the available modal technologies that may meet the transportation service objectives and criteria established through Task 3 (below) to justify their inclusion among the alternatives worthy of additional study. Information from earlier studies may be helpful, but it is expected that improvements to technologies extant more than a decade ago, new technologies, and a need to pursue zero or near-zero emission technologies will necessitate extensive updating of past technology inventories.

The consultant will also compile topographic/terrain data, other geographic constraint data, and data on potential terminal station locations and intermediate stops to support definition of routing alternatives, both in the mountains and on floor of the San Bernardino Valley.

The analysis of existing conditions shall include:

- A report characterizing potential candidate modal technologies, including their capacities to move people and goods, speed, grade limitations, energy consumption and emissions, noise levels and footprint, and any other factors deemed important by the consultant and TAC;
- Documentation of existing travel demand as a function of time-of-day and season, for movement of people and goods between the Big Bear Valley and the San Bernardino Valley.
- Documentation of existing capacity for, and constraints on, movement of people and goods between the Big Bear Valley and the San Bernardino Valley.
- Up to date topographic and opportunities and constraints mapping to support identification of alignment alternatives. This shall include generalized environmental constraints that may help guide the location of alignment alternatives.

The analysis of existing conditions shall be documented in an Existing Conditions Report.

Deliverables:

- Technology Alternatives and Existing Conditions Report

### Task 3 – Development and evaluation of alignment alternatives

The consultant shall identify logical termini and intermediate stations, if any, to maximize service and project feasibility, including consideration of opportunities for transit-oriented development or access to additional attractions or activity centers. This will include characterization of the stations environs to the extent that potential exists to affect or support ridership. The consultant will also identify and assess alternate alignments between the termini and intermediate stations in consideration of the characteristics of the available technologies, the terrain, and other physical, environmental, or political constraints. The alternatives shall consider project scopes that include connections to the regional transit system and shall consider distribution systems to and from station termini. Project scopes shall consider a length of corridor that could extend from downtown San Bernardino to the downtown area of the City of Big Bear Lake.

Deliverables:

- A routing alternatives report that documents alignments considered, alignment selection criteria, and a recommended alignment.

### Task 4 – Development of travel demand and ridership forecasts

SCAG and SANBAG, in conjunction with local jurisdictions, will provide the consultant with a forecast of socioeconomic growth by traffic analysis zone (TAZ) for the Big Bear and San Bernardino Valleys, as well as the greater Los Angeles metropolitan area. The consultant, based on this information, available published data, and input from the Mountain communities and resort

operators, will develop a forecast of travel demand by time and trip purpose between the Big Bear and San Bernardino Valleys. From the total travel demand and the characteristics of each technology alternative, the consultant will develop and employ a methodology to determine the mode choice and thereby the ridership for each. In so doing, the consultant shall develop methods by which to consider the effect of higher future fuel costs on overall travel demand and on the choice of modal alternatives versus highway. The forecast shall consider induced demand, or additional demand generated because of the availability of a desirable modal alternative. Several stages of forecasts may be necessary as technologies and alignment alternatives are developed throughout the study. The consultant shall propose the forecasting methodologies to the TAC and obtain agreement from the SANBAG project manager prior to proceeding.

#### Deliverable

- A preliminary forecast of potential ridership and freight movement via an alternate mode between the San Bernardino and Big Bear Valleys from 2015 through 2035, designed to inform consideration of alternate technologies. Any mode-specific factors that may influence ridership shall be considered in Task 6 (below).

Task 5 – Identify and weight modal screening and evaluation criteria; shortlist the most promising alternative technologies and alignments for more detailed consideration.

In consultation with the TAC, the consultant shall identify and weight criteria to serve as the basis for screening out technologies that cannot fulfill the capacity, travel time, environmental, or other expectations of the successful modal alternative, leading to development of a modal “shortlist” of technologies worthy of further consideration.

#### Deliverables:

- A Technology Assessment Report documenting selection of two or more shortlisted technologies, including the modal screening and evaluation criteria used, scoring of the technology alternatives, and justification for shortlisting of two or more alternatives for further consideration.

Task 6 – Development of refined alignments, capital, operating, and maintenance costs, ridership, and goods movement forecasts for each shortlisted mode, and development of estimated revenues as functions of ridership and fare (including movement of freight).

The consultant shall document capital and operating/maintenance costs, revenues as a function of ridership and freight volume or tonnage moved considering both revenue maximizing and ridership maximizing fare structures, for each shortlisted mode and alternative alignments, if any. The consultant shall consider any differences in ridership that may arise from specific characteristics of the alternate modes.

#### Deliverables:



- A report documenting costs, revenues, ridership, freight movement, or each modal alternative and alignment alternative.

#### Task 7 – Selection and feasibility assessment of the preferred technology.

The consultant shall develop criteria for selection of a preferred technology on a preferred alignment, and assess the feasibility of the preferred alternative based on data developed principally in Task 6. The feasibility analysis will including a preliminary assessment of potential funding strategies.

##### Deliverables:

- Feasibility analysis of the preferred technology on the preferred alignment.

#### Task 8 - Prepare Final Report

A draft final report shall be prepared documenting the results of prior tasks and containing the recommendations and implementation plan. The project report will be compiled using the technical memoranda prepared during the study. During the study, as technical memoranda are reviewed by the TAC, SCAG or SANBAG will assemble their comments and provide a consolidated set of comments to be addressed as the draft report is prepared. SCAG and SANBAG will also consolidate comments on the draft report to be addressed in the final report. Both the draft and the final report will include an executive summary providing an overview of the Study and explaining responsibilities for implementation. SCAG and SANBAG, in consultation with the TAC, will provide comments on the draft report within 30 days of its receipt and the consultant will have 30 days to incorporate revisions. Fifteen copies of the draft and 30 copies of the final report shall be provided, along with a PDF version. The report shall recommend next steps in project development if the preferred alternative is determined to be potentially feasible.

##### Deliverables:

- Draft final report, including recommendations.
- Final report

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 11

**Date:** May 20, 2009

**Subject:** Contract No. 09-179 with Advantec Consulting Engineers for Design and Implementation for the San Bernardino Valley Coordinated Traffic Signal System Program – Tiers 3 & 4

**Recommendation:\*** Award Contract No. 09-179 with Advantec Consulting Engineers for Design and Implementation of the San Bernardino Valley Coordinated Traffic Signal System Program – Tiers 3 & 4 by the Plans and Programs Committee to be ratified by the Board of Directors at the June 3, 2009 meeting. Total cost for Contract No. 09-179 is \$2,587,878 as detailed in the Financial Impact Section. Task 701000.

**Background:** In November 2008 the SANBAG Board authorized the circulation of a Request for Proposals (RFP) for qualified firms to perform design and implementation of the San Bernardino Valley Coordinated Traffic Signal System – Tiers 3 & 4. Four firms responded to the RFP: Advantec Consulting Engineers; DKS Associates; Katz, Okitsu & Associates; and Albert Grover & Associates.

In accordance with SANBAG's consultant selection policy, the selection team consisted of one representative from SANBAG (Philip Chu), Mauricio Diaz from the City of Ontario, Jose Loera from the City of Chino Hills, Alex Qishta of City of Upland, Jacob Babico from the County of San Bernardino, Jon Gillespie from the City of Rancho Cucamonga, and Daniel Porras from the City of Colton. No Caltrans representatives were able to participate on the selection team because of scheduling conflicts.

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date: May 20, 2009*

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

Based on review of the proposals, two firms were shortlisted for interviews: Albert Grover & Associates and Advantec Consulting Engineers. The selection committee judged the firm of Advantec Consulting Engineers to be the most qualified, and recommended the firm for selection. Satisfactory costs have been negotiated with the consultant and a Caltrans pre-award audit has been completed based on the draft contract and cost proposal. During the procurement process the State issued new Disadvantage Business Enterprise (DBE) requirements that need to be complied with by June 2, 2009.

With most of the funding for this contract coming from Federal sources, the new Mandatory Race Conscious (RC) DBE Program requirements need to be met in order to utilize the Federal funds.. According to the State of California Department of Transportation June 2, 2009, is the deadline by which a project must be awarded in order to qualify to use the existing Race Neutral (RN) DBE requirements. If the June 2, 2009, deadline is not met, modifying the language in the consultant contract to include the new DBE language is not an option. The whole procurement process needs to be redone, which is very time consuming and costly. Given, that the next Board meeting is on June 3<sup>rd</sup>, staff is requesting that the Plans & Programs Policy Committee approve the subject contract followed by ratification by the Board.

***Financial Impact:*** The total cost for Contract No. 09-179 is \$2,587,878. The amount is consistent with the FY 09/10 budget. Funding source is Congestion Mitigation and Air Quality (CMAQ) funds under TN 701000

***Reviewed By:*** This item will be reviewed by the Plans and Programs Policy Committee on May 20, 2009, should the Special SANBAG Board meeting held on the same date, not have a quorum. The agreement was reviewed as to form by SANBAG Counsel.

***Responsible Staff:*** Philip Chu, Transportation Programming Analyst  
Ty Schuiling, Director of Planning and Programming

**SANBAG Contract No. C09179**  
by and between  
San Bernardino County Transportation Authority  
and  
**Advantec Consulting Engineers, Inc.**  
for

Design and Implementation for Coordinated Traffic Signal System Program – Tier 3 & 4

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract: \$ <u>2,587,878</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**CONTRACT TOTAL →      \$ 2,587,878**

**↓ Please include funding allocation for the original contract or the amendment.**

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>701000</u>	_____	<u>CMAQ</u>	<u>09077</u>	\$ <u>2,587,878</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>6/3/09</u>	Contract Start: <u>7/1/09</u>	Contract End: <u>7/1/14</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,587,878</u>
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Is this consistent with the adopted budget?    ☒ Yes    ☐ No

If yes, which Task includes budget authority?

If no, has the budget amendment been submitted?    ☐ Yes    ☐ No



**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental   
 ☒ Private   
 ☐ Non-Local   
 ☐ Local   
 ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No    ☒ Yes \_\_\_\_\_ %

Task Manager: <b>Ty Schuiling</b>	Contract Manager: <b>Philip Chu</b>
-----------------------------------	-------------------------------------

 Task Manager Signature	 Contract Manager Signature
Date	Date <u>5/14/09</u>

Chief Financial Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT NO.: 09-179**

**EFFECTIVE DATE: June 3rd, 2009**

**By and between**

**San Bernardino Associated Governments**

**and**

**Advantec Consulting Engineers, Inc.**

**for**

**Design and Implementation**

**for**

**Coordinated Traffic Signal System Program – Tier 3 & 4**

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
Article 1	Description of Services .....	1
Article 2	Performance Schedule and Force Majeure .....	1
Article 3	Contract Price and Cost Principles .....	2
Article 4	Availability of Funds .....	3
Article 5	Taxes, Duties, Fees .....	3
Article 6	Invoicing and Payments (Final Payment) .....	3
Article 7	Documentation and Right of Audit.....	4
Article 8	Responsibility of the Engineer.....	4
Article 9	Reporting Requirements/Deliverables .....	5
Article 10	Permits and Licenses.....	5
Article 11	Technical Direction .....	5
Article 12	Changes .....	7
Article 13	DBE/UDBE Participation Requirements .....	7
Article 14	Federal and State Mandatory Provisions.....	12
Article 15	Conflict of Interest.....	14
Article 16	Key Personnel.....	14
Article 17	Representations.....	15
Article 18	Proprietary Rights/Confidentiality .....	15
Article 19	Terminations .....	16
Article 20	Stop Work Orders .....	17
Article 21	Claims.....	17
Article 22	Insurance .....	17
Article 23	Indemnity .....	18
Article 24	Ownership of Drawings and Data.....	19
Article 25	Subcontracts.....	19
Article 26	Inspection and Access .....	19
Article 27	Independent Contractor .....	20
Article 28	Precedence.....	20
Article 29	Communications and Notices.....	20
Article 30	Disputes.....	21
Article 31	Gratuities .....	21
Article 32	Review and Acceptance.....	21
Article 33	Safety .....	22
Article 34	Assignment.....	22
Article 35	Amendments.....	22
Article 36	Governing Law.....	22
Article 37	Suspension of Services.....	22
Article 38	Contingent Fee .....	23
Article 39	Entire Document .....	23
Article 40	Attorneys' Fees and Jury Trial Waiver.....	24

**CONTRACT**  
**FOR**  
**ENGINEERING SERVICES**

This Contract, entered into this \_\_\_\_ day of \_\_\_\_\_, by the firm of Advantec Consulting Engineers, Inc. (hereinafter called CONSULTANT) whose address is:

21700 Copley Drive Suite 350  
Diamond Bar, CA 91765

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street 2nd Floor  
San Bernardino, CA 92410

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1          Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with professional engineering standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing engineering standards.

**Article 2          Performance Schedule and Force Majeure**

- 2.1      The Period of Performance by CONSULTANT under this Contract shall commence on June 8th and shall continue in effect for sixty (60) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.
- 2.2      CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in

either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

### Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.
- 3.2 The basis of payment for the services provided under this Contract shall be based on specific hourly billing rates of compensation for each of CONSULTANT's employees and subcontractors.
  - 3.2.1 Monthly invoices shall itemize the number of hours spent by each employee performing Project-related services multiplied by each employees' all inclusive hourly billing rate, and shall be submitted in accordance with Article 6, Invoicing and Payments.
  - 3.2.2 The Not-to-Exceed total of \$2,587,878 includes salary, benefits, overhead, profit, and all other expenses incurred by the CONSULTANT, as set forth in Attachment "C".
- 3.3 The Cost principles set forth in Part 31 of the Federal Acquisition Regulation (FAR) as constituted on the effective date of this contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.3.1 The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.3.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by CONSULTANT to SANBAG.
  - 3.3.3 Any subcontract, entered into as a result of this contract shall contain all of the provisions of this article.



- 3.4 Any Services provided by CONSULTANT not specifically covered by the Scope of Services (Attachment A) shall not be compensated without prior written authorization from SANBAG. It shall be the CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds, which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments (Final Payment)

- 6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a calendar month period. Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until CONSULTANT furnishes such

evidence.

- 6.4 CONSULTANT shall submit separate invoices (marked with SANBAG'S contract and job numbers) to SANBAG each month within seven (7) calendar days after the cutoff date, as follows:

6.4.1 Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from month to month. Each progress payment shall indicate the percentage of work completed by CONSULTANT since the previous billing, if any, and the compensation to be paid by SANBAG for this work. The statement shall also describe the total Services provided from the commencement date through the date of the statement.

- 6.5 SANBAG shall not be obligated to make final payment to CONSULTANT until CONSULTANT has delivered to SANBAG a statement and release satisfactory to SANBAG that CONSULTANT has fully performed Services pursuant to this Contract, and that all claims of CONSULTANT and its subcontractors for Services will be satisfied upon the making of such final payment; provided, however, that if CONSULTANT has made a claim for additional compensation which has not then been resolved under the dispute procedure set forth in Article 30.0, then SANBAG shall make such final payment, less disputed amounts, even though such dispute has not been resolved. Upon resolution of such dispute, any additional amount due CONSULTANT shall be paid by SANBAG.

## Article 7 Documentation and Right of Audit

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection, and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

- 7.2 The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## Article 8 Responsibility of the Engineer

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, estimates of quantities, specifications, and other services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A".

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates, and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the "SANBAG Contract Manager", herein defined as SANBAG's Director of Planning and Programming, or his designee. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, specifications, or technical portions of Service description.

- 11.1.3 Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the contract.
- 11.2 Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
  - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2 Constitutes a change as defined in the contract clause entitled "Changes";
  - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
  - 11.2.4 Changes any of the expressed terms, conditions, or specifications of the contract; or
  - 11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.
  - 11.2.6 A failure of the CONSULTANT and SANBAG Contract Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
  - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;

- 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

## Article 12 Changes

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 21, CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.
- 12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this contract.

## Article 13 DBE Participation Requirements

- 13.1 DBE Participation Requirements and Regulations General
  - 13.1.1 **The DBE participation for this contract is 4 percent.**
  - 13.1.2 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of DOT-assisted contracts. The regulations in their entirety are incorporated herein by reference. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as SANBAG deems appropriate.
  - 13.1.3 CONSULTANT shall include the following in each subcontract the CONSULTANT signs with a subcontractor:
    - 13.1.3.1 A subcontractor shall not discriminate on the basis

of race, color, national origin, or sex in the performance of this contract.

13.1.3.2 The subcontractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of this Contract.

13.1.3.3 CONSULTANT shall include in their subcontracts, language providing the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

### 13.2 Performance of DBE Contractors, Subcontractors, and Suppliers

13.2.1 DBE prime contractors must perform at least 30 percent of the total cost of this contract with their own work force.

13.2.2 DBE subcontractor shall perform the work and supply the materials for which they have been listed in the CONSULTANT's response to the contract award requirements in Attachment "B", Local Agency - Bidder DBE – Information, unless CONSULTANT has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in 13.7 of this Article.

### 13.3 Prompt Payment to DBE and NonDBE Contractors

13.3.1 CONSULTANT shall not be entitled to any payment for the work or material, unless it is performed or supplied by the listed subcontractors (DBE or nonDBE), or by CONSULTANT's own forces, pursuant to prior written authorization of the Contract Manager. This is the case even if other contract work is not completed and has not been accepted in conformance with the terms of the contract by the State.

13.3.2 CONSULTANT shall pay all DBE subcontractors and nonDBE subcontractors for satisfactory performance of their contracts within ten (10) days from receipt of each payment from SANBAG made to CONSULTANT.

### 13.4 Prompt Payment Progress Pay Retention to DBE and NonDBE Subcontractors

13.4.1 CONSULTANT shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other contract work is not completed and has not been accepted in conformance with the terms of the contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subcontractor in the event of a dispute involving late payment

or nonpayment to CONSULTANT or deficient subcontract performance or noncompliance by a subcontractor.

**13.5 DBE and NonDBE Subcontractor Payment Records**

13.5.1 CONSULTANT in addition to maintaining records showing the name and business address of each first tier subcontractor, shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and if applicable, DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all DBE firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of work.

13.5.2 Upon completion of the contract, a summary of these records shall be prepared on "Final Report Utilization of Disadvantaged Businesses", to be furnished by SANBAG, and certified correct by CONSULTANT or CONSULTANT's authorized representative, and shall be furnished to the SANBAG Contract Manager. The form shall be furnished to the SANBAG Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in the invoice being in dispute until the report is received.

**13.6 Penalty Assesses for Failure to Provide Subcontractor Payment Records**

13.6.1 \$10,000 will be withheld from payment if "Final Report Utilization of Disadvantaged Businesses", to be furnished by SANBAG, is not submitted. The amount will be paid to CONSULTANT when the form is submitted.

**13.7 DBE Substitutions or Additions**

13.7.1 CONSULTANT may not substitute, or terminate for convenience a subcontractor or supplier, listed in the original bid/proposal without the prior written approval of the SANBAG Contract Manager. However, CONSULTANT may add a firm to perform work originally planned to be done by CONSULTANT's own forces.

13.7.2 CONSULTANT must make an adequate good faith effort to find another certified DBE subcontractor to substitute for the original DBE. CONSULTANT will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.

13.7.3 The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions or additions after award of the contract. DBEs must be certified at the time

of the substitution or addition.

- 13.7.4 Contractors shall submit requests for substitution in writing to the SANBAG Contract Manager. Authorization to use other subcontractors or suppliers may be requested for the following reasons:
- 13.7.4.1 The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions for this contract or on the terms of such subcontractor's or supplier's written bid, is presented by CONSULTANT.
  - 13.7.4.2 The listed DBE becomes bankrupt or insolvent.
  - 13.7.4.3 The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
  - 13.7.4.4 CONSULTANT stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor failed or refuses to meet the bond requirements of the contract.
  - 13.7.4.5 The listed DBE was the result of an inadvertent clerical error. CONSULTANT must have asserted a claim of inadvertent clerical error in listing the subcontractor within two working days after the bid opening and copies of that notice to both the subcontractor he or she claims to have listed in error and intended subcontractor who had bid to CONSULTANT prior to bid/proposal opening.
  - 13.7.4.6 The listed DBE was not licensed as required by the State of California Contractor's Licensing Board or failed to have the required permits or licenses as required by Federal, State or Local governmental jurisdictions.
  - 13.7.4.7 The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subcontractor is substantially delaying or disrupting the progress of the work.
  - 13.7.4.8 When the listed DBE is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
  - 13.7.4.9 When it is in the best interest of SANBAG.



- 13.7.5 Prior to approval of CONSULTANT's request for substitution to the SANBAG Contract Manager, CONSULTANT shall give notice in writing to the listed DBE subcontractor of CONSULTANT's request to substitute and the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified, shall have five working days within which to submit written objections to the substitution to the Contract Manager. Failure to respond to a written objection shall constitute the listed subcontractor's consent to the substitution.

#### 13.8 Termination of a DBE

- 13.8.1 In conformance with Federal DBE regulation Sections 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, CONSULTANT shall not:

13.8.1.1 Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless CONSULTANT has received prior written authorization from the SANBAG Contract Manager to perform the work with other forces or to obtain materials from other sources.

13.8.1.2 If a DBE subcontractor is terminated or fails to complete its work for any reason, CONSULTANT will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.

#### 13.9 DBE Certification Status

- 13.9.1 If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify CONSULTANT in writing with the date of certification.

- 13.9.2 Upon completion of the contract, CONSULTANT shall complete "Final Report Utilization of Disadvantaged Businesses", to be furnished by SANBAG, indicating the DBEs certification status and shall be signed and certified correct by CONSULTANT. The certified form shall be furnished to the Contract Manager within 30 days from the date of completion of the contract.

#### 13.10 DBE Eligibility Toward Goal

- 13.10.1 The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.
- 13.10.2 Credit for DBE Prime Contractors:
  - 13.10.2.1 The prime contractor who, is a certified DBE, is eligible to claim the prime contractor's work toward the goal.
- 13.10.3 Credit for Material or Supplies purchased from DBEs:
  - 13.10.3.1 If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal.
  - 13.10.3.2 If the materials or supplies purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal.
  - 13.10.3.3 Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
  - 13.10.3.4 Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## Article 14 Federal and State Mandatory Provisions

### 14.1 Equal Employment Opportunity/Nondiscrimination

- 14.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 14.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 14.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 14.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 14.1.6 The CONSULTANT shall include the provisions of paragraphs(14.2.1) through (14.2.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the

event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

#### 14.2 Handicapped Workers

- 14.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### Article 15 Conflict of Interest

- 15.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 15.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

#### Article 16 Key Personnel

- 16.1 The personnel specified in 16.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the project. Diversion or reallocation of key personnel shall be subject to written approval by the SANBAG Contract Manager. SANBAG also reserves the right to approve proposed substitutions for key personnel.

#### 16.2 Key Personnel are:

Leo Lee

Bernard Li

Tracy Moriya

Article 17      Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced, and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with professional and engineering principles and standards which are generally accepted in the State of California.

Article 18      Proprietary Rights/Confidentiality

- 18.1    If, as a part of the Contract, CONSULTANT is required to produce materials and information, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such materials and information which shall become the property of SANBAG.
- 18.2    All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.
- 18.3    Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 18, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 18.4    CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 18.5    All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 18.6    CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public

domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

## Article 19 Terminations

- 19.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 19.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.
- 19.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 19.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event

of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

19.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

#### Article 20 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 19. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

#### Article 21 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

#### Article 22 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract, unless specified otherwise, the following types of insurance with limits as shown:

- 22.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- 22.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.
- 22.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 aggregate written on an occurrence form.
- 22.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 22.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

## Article 23 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG and their officers, employees (past and present), agents, and representatives, from and against:

- 23.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or



other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

- 23.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligent errors and omissions of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder. Except for claims other than for bodily injury or property damage, indemnification responsibility is limited to CONSULTANT's proportionate share of the negligence.

Article 24      Ownership of Drawings and Data

All drawings, specifications, reports, and other data developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not. Any reuse of drawings and data by SANBAG other than for the specific intended purpose of this agreement will be at SANBAG's sole risk.

Article 25      Subcontracts

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- 25.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

Article 26      Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require

CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 27 Independent Contractor

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction, and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means, and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

Article 28 Precedence

28.1 The Contract documents consist of these General Terms and Conditions, Attachment "A" - Scope of Services, CONSULTANT's Statement of Qualifications, CONSULTANT's Cost Proposal, and SANBAG's Request for Qualifications are incorporated herein by reference.

28.2 The following order of precedence shall apply:

- 28.2.1 This Contract, its General Terms and Conditions, and its attached Scope of Services
- 28.2.2 CONSULTANT's Statement of Qualifications
- 28.2.3 CONSULTANT's Cost Proposal
- 28.2.4 SANBAG's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 29 Communications and Notices

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 29. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

ADVANTEC Consulting Engineers, Inc.

21700 Copley Drive Suite 350 Diamond Bar, CA 91765

For SANBAG:

1170 W. 3rd Street 2nd Floor  
San Bernardino, CA 92410

- 29.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

Article 30 Disputes

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 31 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 32 Review and Acceptance

- 32.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 32.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be

completed or which are unsatisfactory.

- 32.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 33      Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations, in effect at the time of Services, applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 34      Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 35      Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts Manager or other duly authorized representative.

Article 36      Governing Law

This Contract shall be subject to the law and jurisdiction of the State of California. The venue for any actions arising out of this agreement will be the Superior or Municipal Court, as appropriate for the County of San Bernardino.

Article 37      Suspension of Services

- 37.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Services Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Services Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in

progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

- 37.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 21, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

#### Article 38      Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### Article 39      Entire Document

- 39.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 39.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

Article 40 Attorneys' Fees and Jury Trial Waiver

- 40.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 23, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

By: \_\_\_\_\_

Leo K. Lee, P.E.  
President/CEO  
Advantec Consulting Engineers,  
Inc.

By: \_\_\_\_\_

President, SANBAG Board  
of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:

SANBAG Counsel

**ATTACHMENT “A”**

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/San Bernardino  
County Transportation Authority**

**and**

**Advantec Consulting Engineers, Inc.**

**for**

**Design and Implementation**

**for**

**Coordinated Traffic Signal System Program – Tier 3 & 4**

## **SCOPE OF SERVICES**

### **Coordinated Traffic Signal System Program – Tier 3 & 4 Design and Implementation**

#### **1. Project Management and Coordination**

##### **1.1 Project Management**

ADVANTEC will prepare a Project Management Plan (PMP) which documents the procedures, quality control, budget and schedule, as well as coordination with SANBAG and the stakeholders. ADVANTEC will also conduct monthly progress meetings and distribute agendas and minutes, provide monthly progress reports, updated project schedules, invoices, and assist SANBAG in preparing interim reports (conforming to Federal, State and SANBAG guidelines). Quality Control and Quality Assurance will be conducted of all deliverables and interim task outputs.

ADVANTEC will assist SANBAG to provide presentation graphics to help educate the general public about the benefits of this project.

##### **1.2 Project Coordination**

ADVANTEC will conduct individual meetings with the stakeholders both at the beginning of the Design Phase and TSS Phase to obtain input and key local needs. ADVANTEC will conduct up to 10 Project Development Team meetings to obtain input and build stakeholder consensus and up to 4 technical meetings with SANBAG staff to discuss technical approach towards addressing stakeholders' issues. The goal is to ensure that all the stakeholders are involved in, not just informed of, the key design and TSS project decisions.

##### **1.3 Project Presentations**

ADVANTEC will assist SANBAG's Project Manager to make presentations (up to 2 total) on project results and benefits to CTPTAC and SANBAG Board.

ADVANTEC will prepare presentation graphics to assist presentations to CTPTAC and SANBAG board to explain the project benefits.

#### **Deliverables:**

- Project Management Plan (PMP)
- Progress meetings agenda and minutes
- Monthly progress reports
- Updated project schedules
- Invoices
- PDT Meetings agenda and minutes
- Presentation graphics for SANBAG Board, CTPTAC

#### **2. Preliminary Engineering Design**

##### **2.1 Review of Corridors**

At the beginning of the Design Phase, ADVANTEC will obtain input from stakeholders to



refine the corridors and intersections. ADVANTEC will also coordinate with SANBAG project manager to ensure that the project budget is maintained.

## 2.2 Review of Existing Facilities

ADVANTEC will perform the following tasks:-

1. Review of existing signals, signal systems, and existing timing plans for all the intersections in Tier 3 and 4;
2. Identify opportunities and constraints presented by existing equipment and systems;
3. Recommend traffic signal equipment and systems upgrade to enhance project benefits, satisfying the local needs;

## 2.3 Review of Communications Technologies

ADVANTEC will perform the following tasks:-

1. Review wireless technologies suitable for this project while taking into consideration of the project budget;
2. Evaluate the pros and cons of recommending specific equipment vendor versus open procurement, and recommends most cost effective approach;
3. Review existing and planned interconnect infrastructure for each stakeholder agency;
4. Recommend suitable wireless technology for Tier 3 and 4 that is compatible with the existing traffic signal equipment and systems;
5. Recommend 'local exceptions' for hardwire interconnect that fits the stakeholders' needs while addressing SANBAG's objectives;

## 2.4 Preliminary Engineering Report

ADVANTEC will prepare a Preliminary Engineering System Design that summarizes the communications system design, equipment needs, equipment compatibility resolutions, and updated project cost estimates.

### Deliverables:

- Technical Memo on 'Updated Tier 3 and 4 Corridors'
- Technical Memo on 'Review of Existing Signals, Signal Systems, and Recommendations'
- Technical Memo on 'Review of Communications Technologies'
- Technical Memo on 'Local Exceptions towards Wireless Communications'
- Report on Preliminary Engineering Design

## 3. Environmental Review

### 3.1 Environmental Review Documentation

Conforming to federal environmental requirements, this task will focus on review of the current environmental documents, in compliance with guidance provided in the Environmental Handbook and Local Assistance Procedure Manual. Environmental issues that may require further study or that may delay or affect the viability of the proposed project will also be identified through this process including any revision of the combined CEQA/NEPA Categorical Exemption/Categorical Exclusion (CE/CatEx) is

required pursuant to any changes.

Should substantial changes occur in the project scope requiring additional environmental documentation and/or technical studies (above and beyond CE/CatEx requirements), an additional scope, fee, and schedule for the corresponding deliverables will be negotiated and provided.

**Deliverables:**

- An updated combined CEQA/NEPA Categorical Exemption/Categorical Exclusion (CE/CatEx) documents.

**DESIGN PHASE**

**4. Design of Communications Equipment**

**4.1 Field Radio Strength Survey**

The task of conducting radio surveys has been deleted from the Design Phase and they are moved to the Construction Phase. The design specifications will require that the contractor conduct a radio strength survey on-site prior to installation of antennae and repeater equipment.

**4.2 Communications Architecture**

There will be no comprehensive review of wireless communications technology. A qualitative review using a table format will be prepared to summarize the pros and cons of the feasible wireless communications technology for Tier 3 and 4. ADVANTEC will prepare a communications architecture that will address network topology and expected wireless paths that will be utilized for this project. The network topology and path analysis will be developed for up to 300 intersections. The network topology that will show how the different intersections are to be interconnected with back haul and distribution radio links. This topology will take into consideration the bandwidth requirements for the traffic signal and other potential devices (CCTV, signs, etc.). Concurrent with developing this network topology ADVANTEC will perform initial path analysis for the different wireless links. This initial path analysis will not include any in-field radio survey, but rather will be based on a review of intersection locations, mapping data, and recommended wireless links. Based on this analysis ADVANTEC will develop a list of links that require detailed field radio survey during construction stage.

**Deliverables:**

- Technical Memorandum on 'Network Topology and Architecture'

**4.3 PS&E**

ADVANTEC will prepare plans of each intersection showing the design of radio equipment, controller replacement, or any associated hardware design that ensures constructability. It is assumed that all intersections will use wireless radio communications, and that there will be no additional conduits or underground work required, except for short conduit runs within an intersection required for wireless communications design.

Only 50%, or 250 intersections total, would be designed. The remaining intersections may use existing hardwire interconnect, telephone drops, or existing communications system. At the beginning of this project, ADVANTEC will meet with each agency to obtain detail information about existing communications systems, and determine the number of intersections that would need to be designed.

Design plans will be 40-scale, with about 4 intersections per sheet, and will only show necessary design elements for construction. It will NOT show all the lane geometries, detectors, traffic signal equipment that is not affected by construction, conduits/pullboxes, signs or other information that is not pertinent to the construction. No underground utility coordination is required since it is expected that there will be no new conduits; all cabling will utilize existing conduits (except for short conduit runs within an intersection). Wireless communications will be adopted for all intersections. If hardwire interconnect is deemed necessary and cost-effective for any locations, additional scope and fee estimate will be provided.

It is assumed that there will be no change in power service point – existing service will be used. Two submittals are provided to SANBAG and the local agencies for review, at 65% and 95% level. One set of consolidated review comments will be provided to ADVANTEC by SANBAG after review by the jurisdictions. The Design Plans will include typical details showing specific wireless system components (radio, antenna, mounting, cabling) and typical mounting heights for three types of installations – remote intersections, intersections that act as a communications hub for groups of remote intersections, and intersections that act as communications hubs and are equipped with backhaul capabilities. In the Specifications, Special Provisions for all wireless components will be provided.

No further comments or changes are allowed for after 95% reviews are completed. ADVANTEC will prepare final Plans, Specifications and Engineer's Estimates for SANBAG to incorporate into its bidding documents.

During Construction, ADVANTEC will be available to assist SANBAG to answer any questions from the contractor to clarify any design issues, or to address any equipment compatibility issues arising out of the design.

**Deliverables:**

- 65% PS&E submittal
- 95% PS&E submittal
- Final PS&E submittal

## **TRAFFIC SIGNAL SYNCHRONIZATION (TSS) PHASE**

### **5. Data collection**

#### **5.1 Traffic Counts**

ADVANTEC will perform the following tasks:-

1. Obtain turning movement counts for AM, midday, and PM Peak periods (2 hours each period, assumed up to 150 intersections in cost proposal)

#### **5.2 Data Collection**

ADVANTEC will perform the following tasks:-

1. Obtain the following information from each of the stakeholders:-
  - Existing timing sheets
  - As-built drawings
  - Aerial photos and maps
  - Accident data and collision diagrams (if available)
  - All planned or programmed roadway improvements
  - Signal timing and priority parameters, including pedestrian and bicycle timing, leading and lagging left-turn phasing, and conditional service
  - Identification of critical intersections and heavy pedestrians
  - Intersections where weekend counts are warranted
2. Gather pertinent information in the field, such as:
  - Roadway geometry and lane configurations.
  - Existing signal phasing and timing at all signalized intersections
  - Distance between intersections
  - Speed limits
  - Major sources/sinks of traffic generators

Deliverables:

- Turning movement counts (weekday)
- Compilation of Data Collected in Field

### **6. Before Study**

ADVANTEC will perform the following tasks:-

1. ADVANTEC will define the corridors for conducting the Before Studies. It is assumed that up to 15 corridors will be run, assuming that some arterial corridors can be combined with adjacent ones for this purpose.
2. Conduct a 'Before' study using a "floating car" survey. The survey utilizes a commercial-off-the-shelf software (e.g. JAMAR or TSPP) that connects a GPS receiver to a laptop computer. At the end of the runs, the data will then be processed to provide Measures of Effectiveness (MOE) analysis, which includes travel time, average speed, number of stops, average delay, fuel consumption, pollutant emission estimates, and so on). These parameters will serve as a basis for evaluating the benefits of the improved signal timing.

Deliverables:

- Before Study MOE Summary

## 7. Optimized Traffic Signal Timing Development

Using SYNCHRO 7.0, ADVANTEC will develop a model of the network. Key parameters include:

- Existing geometry of network, including distance between intersections, number of lanes, grades, turn prohibitions, etc.;
- Turning movements at every intersection;
- Existing speed limits, or prevailing 85th percentile travel speeds;
- Existing phasing at each intersection;

Three time periods will be modeled – am peak, midday and pm peak. No weekend timing plans will be developed. After the SYNCHRO model is calibrated, ADVANTEC will optimize the signal timings parameters. Special attention will be given to intersections that operate at poor levels of service. Special techniques may be adopted such as:

- Division of subsystems for some corridors to improve operations
- Lead-lead versus lead-lag phasing;
- Half-cycle or other realistic harmonic cycle lengths for lightly traveled intersections, or double cycle lengths for heavily traveled intersections;
- System breaks with different cycle lengths;
- Pedestrian timing adjustment techniques.

ADVANTEC will recommend changes to the signal phasing to improve the efficiency of operations, and upon approval of the local agency, adopt the new phasing into the SYNCHRO model for optimization. The SYNCHRO model results and database will be provided to the Cities, County, Caltrans and SANBAG for review.

Deliverables:

- Optimized Traffic Signal Timing Plans and Time Space Diagrams

## 8. Implementation of Optimized Traffic Signal Timing

ADVANTEC will implement, or assist the Cities, County and Caltrans staff to implement the optimized traffic signal timings. Besides, ADVANTEC will observe the results of the timing plans in the field during implementation to ensure that the signals are behaving properly as intended, and fine-tune the signal timing parameters to achieve perceptible improvements to the travelers.

Deliverables:

- Fine-tuned Traffic Signal Timing Plans

## 9. After Study

Upon completion of the signal timing implementation and fine-tuning, ADVANTEC will perform "After Studies" to obtain data for verifying the "measures of effectiveness". Similar to the "Before Studies", ADVANTEC will perform floating car surveys along the same corridors (15 corridors assumed).

Deliverables:

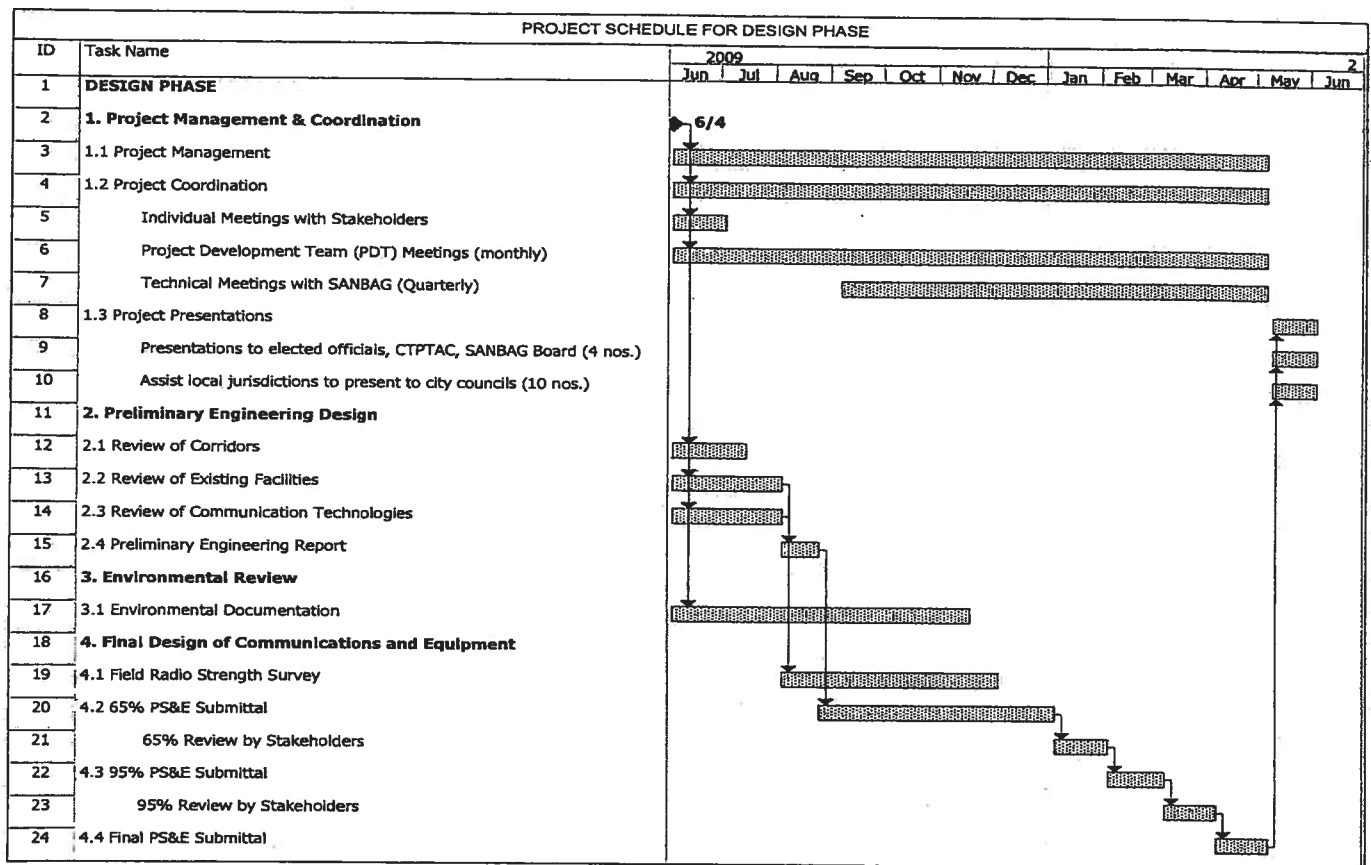
- After Study MOE Summary

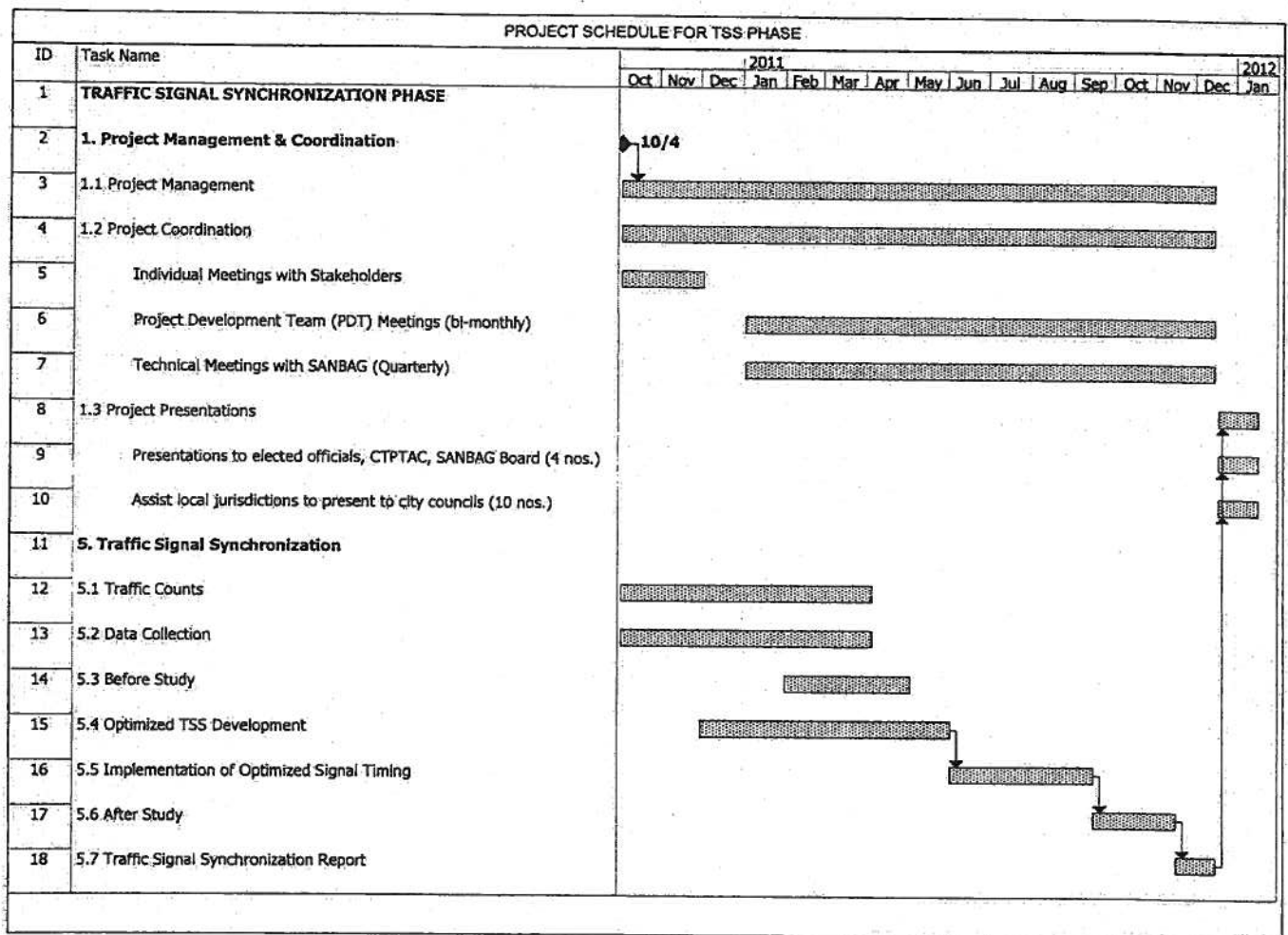
10. Traffic Signal Synchronization Report

1. A report will be prepared to summarize the results of traffic signal synchronization implementation. Tables and charts will be used to analyze the MOEs of the 'before' and 'after' studies. These benefits will be quantified and, wherever possible, converted to monetary terms in order to arrive at an average annual monetary savings to the travelers.

Deliverables:

- Traffic Signal Synchronization Report







**ATTACHMENT "B"**

**Certifications**

**By and between**

**San Bernardino Associated Governments/San Bernardino  
County Transportation Authority**

**and**

**Advantec Consulting Engineers, Inc.**

**for**

**Design and Implementation**

**for**

**Coordinated Traffic Signal System Program – Tier 3 & 4**

CERTIFICATION OF LOCAL AGENCY
-------------------------------

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the San Bernardino Associated Governments/San Bernardino County Transportation Authority, and that the consulting firm of \_\_\_\_\_ or its representatives has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree, to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

CERTIFICATION OF CONSULTANT
-----------------------------

I HEREBY CERTIFY that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_, and that except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid, or agreed to pay, to any firm, person or organization (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

ATTACHMENT "C"

Cost Proposal

By and between

San Bernardino Associated Governments/San Bernardino  
County Transportation Authority

and

**Advantec Consulting Engineers, Inc.**

for

Design and Implementation

for

Coordinated Traffic Signal System Program – Tier 3 & 4

Fee Proposal for SANBAG Tier 3 & 4 - Revised 5/12/09  
DESIGN PHASE

Name of Consultant:	ADVANTEC Consulting Engineers, Inc.							TEP, Inc.							JMDiaz, Inc.								
	Project Director	Project Manager	Assistant P.M.	Engineers	AE/Technicians	TOTAL HOURS	TOTAL COST		Project Manager	Lead Designer	Engineer		TOTAL HOURS	TOTAL COST		Principal	Task Manager	Project Engineer	Designer	Intern/Clerical	TOTAL HOURS	TOTAL COST	
Labor Cost	\$ 345.16	\$ 241.61	\$ 157.71	\$ 117.48	\$ 58.74			\$ -	\$ 92.79	\$ 331.38	\$ 159.06	\$ -				\$ 198.35	\$ 121.07	\$ 64.46	\$ 89.26	\$ 49.59			
Hours																							
Task I: Project Management & Meetings	34	388	323	0	0	745	\$156,422							\$0		5	46	0	0	11	62	\$7,106	
Task II: Design																							
1. Existing Facilities Analysis																							
a. Field Check																							
	0	0	0	310	310	620	\$54,627		0	0	160		160	\$25,450		1	80	104	129	58	372	\$30,979	
b. Review of Corridors																							
	0	34	180	121	90	425	\$56,104							\$0								\$0	
c. Wireless Technology Review																							
	4	8	12	0	0	24	\$5,206							\$0								\$0	
2. Preliminary Engineering																							
a. Prepare 65% PS&E																							
	22	228	412	1228	1178	3068	\$341,115		14	15	0		29	\$6,270		5	47	76	94	67	289	\$23,294	
3. Environmental Review & Update																							
		8					\$1,933		7					\$649								\$0	
4. Final Design																							
a. Prepare 95% PS&E																							
	18	52	132	340	400	942	\$103,033		3.5	10	0		13.5	\$3,638		5	47	61	57	44	214	\$17,884	
b. Prepare Final PS&E																							
	18	48	112	178	184	540	\$67,193		3.5	5	0		8.5	\$1,982		5	27	36	48	40	156	\$12,849	
Total Labor	96	766	1171	2177	2162	6658	\$785,633		28	30	160		218	\$37,989		24	300	320	360	300	1364	\$92,112	
Direct Cost																							
Mileage	6,140 miles @ \$0.55 per mile					\$ 3,377		500 miles @ \$0.55 per mile					\$ 275		1,800 miles @ \$0.55 per mile					\$ 990			
Plotting	800 plan sheets @ \$20					\$ 16,000		Plotting					\$ 300		Deliveries					\$ 200			
Printing	5,000 pages @ \$0.5					\$ 2,500		Shipping					\$ 200		Reproduction					\$ 700			
Deliveries	50 UPS @ \$40					\$ 2,000																	
Total Direct Costs							\$23,877						\$775								\$1,890		
FEE ESTIMATE							\$809,510															\$38,764	\$94,002

Name of Consultant:	RBF Consulting							Systems Integrated							TransCore								
	Project Manager	Environ. Planner			TOTAL HOURS	TOTAL COST	Project Manager	Ops Manager	Senior Engineer	Engineer	Assistant Engineer		TOTAL HOURS	TOTAL COST	Chuck Dankcsik	Elen Gomez	Robert Roth	Technician		TOTAL HOURS	TOTAL COST		
Labor Cost	\$ -	\$ 244.64	\$ 119.26	\$ -	\$ -		\$ 215.87	\$ 177.20	\$ 161.10	\$ -	\$ -				\$ 163.98	\$ 137.52	\$ 124.63	\$ 83.72	\$ -				
Hours																							
Task I: Project Management														\$0	12			32		44	\$5,956		
Task II: Design																							
1. Existing Facilities Analysis																							
a. Field Check																							
b. Review of Corridors																							
c. Wireless Technology Review																							
2. Preliminary Engineering																							
a. Prepare 65% PS&E																							
							14	50	20			84	\$15,104	12	64	170	78		324	\$38,486			
3. Environmental Review & Update																							
	16	150			166	\$21,804																	
4. Final Design																							
a. Prepare 95% PS&E																							
														\$0	4		40	4		48	\$5,976		
b. Prepare Final PS&E																							
														\$0	4		40	4		48	\$5,976		
Total Labor		16	150		166	\$21,804	14	50	20			84	\$15,104	36	64	322	94		516	\$62,704			
Direct Cost																							
Mileage	1,000 miles @ \$0.55 per mile					\$ 550	500 miles @ \$0.55 per mile					\$ 275	960 miles @ \$0.55 per mile					\$ 528					
Plotting	Deliveries & Reproduction					\$ 1,000							Airfare (3 @ \$650)					\$ 1,950					
Printing													Hotel & Per Diem (8 days @ \$210)					\$ 1,680					
Deliveries													Rental Car (8 days @ \$75)					\$ 600					
Total Direct Costs							\$1,550						\$275							\$4,758			
FEE ESTIMATE							\$23,354															\$15,379	\$67,462

Total Cost for Design Phase																			\$1,048,471
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Fee Proposal for SANBAG Tier 3 & 4 - Revised 5/12/09  
TRAFFIC SIGNAL SYNCHRONIZATION PHASE

Name of Consultant:																			
ADVANTEC Consulting Engineers, Inc.										Hartzog & Crabill, Inc.									
Project Director	Project Manager	Assistant PM	Engineer	Assistant Engineer	TOTAL HOURS	TOTAL COST				Project Manager	Senior Engineer	Engineer		TOTAL HOURS	TOTAL COST				
\$ 345.16	\$ 241.61	\$ 157.71	\$ 117.48	\$ 58.74			\$ -	\$ 153.24	\$ 101.85	\$ 75.90			\$ -			\$ -	\$ 178.65	\$ 133.02	\$ 118.26
Hours										Hours									
96	478	219	80	120	993	\$199,611		21	32	0			53	\$6,478			30	18	0
Task I: Project Management & Meetings																			
Task II: TSS Development																			
1. Field Review																			
a. Field Check	0	0	0	468	750	1218	\$99,033										4	7	54
b. Data Collection	0	0	0	0	460	460	\$27,020										10	18	144
2. TSS Optimization																			
a. Set up SYNCHRO network	0	174	148	720	0	1043	\$150,123										8	27	95
b. Network Optimization	0	192	120	571	0	883	\$132,395												
c. Perform Before Study	0	39	34	211	350	634	\$60,131										45	100	450
Task III: Implementation																			
1. Timing Implementation	0	391	346	1512	0	2249	\$326,665		48	216	172		436	\$42,417					
2. Finetuning	0	78	104	912	0	1094	\$142,387		28	150	118		296	\$28,530					
Task IV: Evaluation																			
1. Perform After Study	0	39	34	211	350	634	\$60,131												
2. Prepare Final Report	0	39	34	282	200	555	\$59,661												
Total Labor	96	1430	1040	4967	2230	9763	\$1,257,159		97	398	290		785	\$77,425			97	170	753
Direct Cost																			
Mileage:	19,500 miles @ \$0.55 per mile					\$ 10,726		3,000 miles @ \$0.55 per mile					\$ 1,650		4,000 miles @ \$0.55 per mile				
Traffic Counts	150 into turning movement counts @ \$350 each					\$ 52,500							\$ -						
Printing	10,000 pages at \$0.5 each					\$ 5,000							\$ -		Reprographics				
Deliveries	50 UPS @ \$40					\$ 2,000							\$ -						
Total Direct Costs						\$ -							\$ -						
						\$70,226							\$1,650						
FEE ESTIMATE						\$1,327,385							\$79,075						

ASSUMPTIONS:-

- Only 150 major ints require traffic counts.
- 2009 Labor rates are used. No escalation in labor rates is included in this cost proposal for future years.

Total Cost for TSS Phase \$1,539,407

SUMMARY OF TOTAL PROJECT COST

	DESIGN PHASE	TSS PHASE	TOTAL
ADVANTEC	\$ 809,510	\$ 1,327,385	\$ 2,136,895
TRANSCORE	\$ 67,462	\$ -	\$ 67,462
SYSTEMS INTEGRATED	\$ 15,379	\$ -	\$ 15,379
RBF	\$ 23,354	\$ 132,947	\$ 156,301
HCI	\$ -	\$ 79,075	\$ 79,075
JMD	\$ 94,002	\$ -	\$ 94,002
TEP	\$ 38,764	\$ -	\$ 38,764
GRAND TOTAL	\$ 1,048,471	\$ 1,539,407	\$ 2,587,878

## *Minute Action*

AGENDA ITEM: 12

**Date:** May 20, 2009

**Subject:** Project Advancement Agreements

**Recommendation:** \*

- 1) Receive information on requests for additional Project Advancement Agreements from the Cities of Rancho Cucamonga, Rialto, Chino, Highland, and the County of San Bernardino to rectify issues associated the expenditure of funds on Nexus Study Projects prior to the execution of a PAA.
- 2) Note that approval of Agreements will extend the estimated payback periods for PAAs. The impact on the Valley Major Street Program will extend the PAA payback period by 2-3 years to approximately 10 years. The impact on the Valley Freeway Interchange Program will extend the payback period by 2 years to approximately 7 years.
- 3) Approve the model Project Advancement Agreement (Attachment 1), with clarifying revisions incorporated subsequent to approval of the Measure I 2010-2040 Strategic Plan
- 4) Recognize that consistent with original PAA program principles, repayment of Project Advancement Agreements must be subordinate to debt service on bonds sold to deliver SANBAG-sponsored projects
- 5) PAAs will only be recommended for approval after evaluation of their impact to SANBAG's overall financial strength and stability.

**Background:** *Background:* A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I

\*

*Approved*  
 San Bernardino Associated Governments

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

2010-2040 revenues was approved by the SANBAG Board of Directors in December 2005. A model Project Advancement Agreement (PAA) was approved on April 5, 2006. On September 2, 2008, the Board adopted a policy to repay the public share of local funds advanced pursuant to Project Advancement Agreements for the Valley Interchange and Major Street Programs in the order in which funds are actually expended. The adopted Measure I 2010-2040 Strategic Plan includes Policy 40002 pertaining to Project Advancement Agreements (PAAs) and Advance Expenditure Agreements (AEAs), which clarified that expenditures eligible for reimbursement are limited to those incurred on or after April 5, 2006 or the date of local development mitigation program approval by SANBAG,, whichever is earlier.

As of October 2007, 19 PAAs had been approved. This includes \$27.7 million in PAA obligations for the Valley Interchange Program and \$70.1 million in obligations for the Valley Major Streets Program (see Table 1). Subsequent requests were received, but the execution of additional PAAs was put on hold until further work on the PAA repayment process was completed. Following resolution of this procedural issue, SANBAG issued a final call for Project Advancement Program projects in a letter dated December 8, 2008, with a closing date for response of January 31, 2009. This solicitation was an effort to finalize documentation and SANBAG commitments to Nexus Study projects that met the Project Advancement Program criteria.

Five jurisdictions responded to that call: City of Rancho Cucamonga (22 projects), City of Rialto (5 projects), City of Chino (5 projects), City of Highland (2 projects) and County of San Bernardino (1 project). The new PAA requests consist of \$6.6 million of additional PAA obligations for the Valley Interchange Program and \$16 million of additional obligations for the Valley Major Street Program (see Table 2).

The process of executing PAAs for these remaining projects requires SANBAG to provide the jurisdictions with the appropriate agreements to be approved by their local elected body. The agreements would then be approved by SANBAG. Repayment of PAAs will not begin until the first quarter of fiscal year 2010-2011 at the earliest and is subject to the apportionment process for the Valley subarea under Strategic Plan Policy 40001. It is also recognized that repayment of PAAs must be subordinate to debt service on bonds sold to deliver SANBAG-sponsored projects, consistent with the intent of the Board when the program was established.

Although a full financial analysis of the impact of the additional PAAs has not been completed, it can be estimated that the net effect of executing the new PAAs would be to add 2-3 years to the payback of PAAs for the Valley Major Street Program and approximately 2 years for the Valley Interchange Program. Current estimates are that the PAAs (existing plus new) for the Major Street Program



could be repaid over a 10 year period assuming dedication of 40% of the revenue. The Interchange Program could require up to 7 years for repayment. This is dependent on the actual flow of revenue from the new Measure apportionment decisions made by the SANBAG Board of Directors and recognizes that PAA repayment is subordinate to the demands of debt service on SANBAG bonds.

All of the PAA commitments for the Major Street Program will be accounted for in the equitable share calculations referenced in the Strategic Plan policies, which guarantee an equitable distribution of Major Street Program revenue to each jurisdiction based on the needs specified in the Nexus Study. The addition of the new PAAs would not affect this distribution. A model PAA agreement is included as Attachment 1. This includes modifications from the model PAA originally approved by the SANBAG Board in April 2006. The principal modifications include:

- Reference to specific Measure I 2010-2040 policies that were not available when the original model agreement was approved in 2006.
- Inclusion of a statement that reimbursement of PAAs shall be subordinate to debt service on bonds sold to deliver SANBAG-sponsored projects.
- Clarification that SANBAG will reimburse the public share of the Nexus Study cost or the public share of the actual cost, whichever is less, on an individual project basis.

It must be recognized that each individual PAA will need to be tailored to the specific project or sets of projects and will need to account for any federal or State funding in accordance with Strategic Plan Policy 40002.

**Financial Impact:** This item has no immediate financial impact, given that it approves only the model agreement. However, the additional PAA requests will commit SANBAG to reimbursement of up to an additional \$6,600,000 in Measure I 2010-2040 revenue dedicated to Valley Interchange Programs and \$16,196,770 in revenues dedicated to the Valley Major Street Programs. This will bring the total of PAA obligation to \$34,337,253 in the Valley Interchange Program and \$86,257,894 in the Valley Major Street Program. The additional PAAs will not increase SANBAG's financial obligation in any given year, but will increase the number of years over which reimbursement to local jurisdictions will occur.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on May 20, 2009.

**Responsible Staff:** Philip Chu, Transportation Programming Analyst  
Steve Smith, Chief of Planning  
Ty Schuiling, Director of Planning and Programming

TABLE 1

Valley Freeway Interchange Projects--WITH EXISTING PAA AGREEMENT						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
Yucaipa	C07047	08/02/2006	brd0608a-abz	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	\$18,403,246 \$6,286,672
Fontana	C07129	12/06/2006	brd0612b-abz	I-15 at Duncan Canyon Rd	Construct New Interchange	\$18,000,000 \$4,068,000
Rialto	C07170	04/04/2007	brd0704c-abz	I-10 at Riverside Avenue	Interchange Reconstruction	\$30,400,000 \$17,382,581
					TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS	\$27,737,253
Valley Major Street Projects --WITH EXISTING PAA AGREEMENT						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
Chino Hills	C07022	07/05/2006	brd0607b-abz	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	\$15,167,000 \$8,202,776
					TOTAL MEASURE COMMITMENT TO CHINO HILLS	\$8,202,776
Fontana	C07058	12/06/2006	brd0612b-abz	Baseline Ave.	Widen from Citrus Ave to 330' East of Mango Ave	\$7,550,000 \$5,134,000
Fontana	C07059	12/06/2006	brd0612b-abz	Cherry Ave	Widen from Jurupa Ave to Slower Ave	\$3,110,000 \$2,114,800
Fontana	C07060	12/06/2006	brd0612b-abz	Foothill Ave	Widen from East Ave to Hemlock Ave	\$7,400,000 \$5,032,000
Fontana	C07061	12/06/2006	brd0612b-abz	Sierra Ave	Widen from Baseline Ave to Walnut Ave	\$7,800,000 \$5,304,000
Fontana	C07062	12/06/2006	brd0612b-abz	Jurupa Ave	Widen from Eltiwanda Ave to Sierra Ave	\$12,000,000 \$8,160,000
Fontana	C07063	12/06/2006	brd0612b-abz	Citrus Ave	Widen from Baseline Ave to So. Highland Ave	\$4,000,000 \$2,720,000
Fontana	C07064	12/06/2006	brd0612b-abz	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	\$4,200,000 \$2,856,000
Fontana	C07065	12/06/2006	brd0612b-abz	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	\$4,000,000 \$2,720,000
Fontana	C07066	01/10/2007	brd0701a-abz	Cypress Ave	Construct Overcrossing at I-10	\$20,000,000 \$10,245,502
					TOTAL MEASURE COMMITMENT TO FONTANA	\$44,286,302
Highland	C08016	10/03/2007	brd0710a-abz	Greenspot Rd	Improvements (widening) from SR-30 to Boulder	\$2,710,000 \$523,416
					TOTAL MEASURE COMMITMENT TO HIGHLAND	\$523,416
R Cucamonga	C07025	08/02/2006	brd0608b-abz	Haven Ave	Construct Grade Separation	\$15,910,000 \$13,856,000
					TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA	\$13,856,000
Yucaipa	C07098	10/04/2006	brd0610a-abz	Yucaipa Blvd	Widen South Side from 5th St to 12th St	\$1,224,750 \$345,000
Yucaipa	C07099	10/04/2006	brd0610b-abz	Oak Glen Rd	Widen from 2nd St to Bryant	\$500,000 \$1,242,000
Yucaipa	C07100	10/04/2006	brd0610c-abz	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	\$1,800,000 \$380,880
Yucaipa	C07101	10/04/2006	brd0610d-abz	Wildwood Canyon Rd	Intersection Improvements at 5th St	\$551,605 \$3192,630
					TOTAL MEASURE COMMITMENT TO YUCAIPA	\$3,192,630
					TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREET PROJECTS	\$70,061,124

TABLE 2

Valley Freeway Interchange Projects-- PAA AGREEMENT REQUESTS						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
SB County				I-10 Pepper Ave	I-10 Freeway Interchange	\$10,000,000 \$6,600,000
				TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS		
						\$6,600,000
Valley Major Street Projects-- PAA AGREEMENT REQUESTS						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
R Cucamonga				Haven Ave	Widening from Baseline Rd to I-210 Fwy Westside	\$6,000,000 \$4,260,000
R Cucamonga				Church St	Widening from Archibald to Haven 2 to 4 lanes	\$1,152,000 \$817,920
R Cucamonga				4th and Richmond	New traffic signal	\$158,000 \$112,180
R Cucamonga				4th and Utica	New traffic signal (50% Ontario)	\$158,000 \$112,180
R Cucamonga				6th and Buffalo	New traffic signal	\$158,000 \$112,180
R Cucamonga				6th and Utica	New traffic signal	\$158,000 \$112,180
R Cucamonga				Archibald and Banyan	New traffic signal	\$158,000 \$112,180
R Cucamonga				Archibald and San Bernardino	New traffic signal	\$158,000 \$112,180
R Cucamonga				Archibald and Victoria	New traffic signal	\$158,000 \$112,180
R Cucamonga				Arrow and Center	New traffic signal	\$158,000 \$112,180
R Cucamonga				Banyan and Wardman Bullock	New traffic signal	\$158,000 \$112,180
R Cucamonga				Angellian and Wilson	New traffic signal	\$158,000 \$112,180
R Cucamonga				Church and Elm	New traffic signal	\$158,000 \$112,180
R Cucamonga				Paw Creek and Madrigal	New traffic signal	\$158,000 \$112,180
R Cucamonga				Foothill and Caminal	New traffic signal	\$158,000 \$112,180
R Cucamonga				Foothill and East Ave	New Traffic Signal (50% Fontana)	\$158,000 \$112,180
R Cucamonga				Foothill and Malachite	New traffic signal	\$158,000 \$112,180
R Cucamonga				Haven and Trademark	New traffic signal	\$158,000 \$112,180
R Cucamonga				Haven and Wilson	New traffic signal	\$158,000 \$112,180
R Cucamonga				Hermosa and Church	New traffic signal	\$158,000 \$112,180
R Cucamonga				Wilson and San Seavine	New traffic signal	\$158,000 \$112,180
R Cucamonga				Wilson and Wardman Bullock	New traffic signal	\$158,000 \$112,180
					TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA	\$7,321,520
Chino				Chino Avenue	Widen from Fern to Euclid (2 to 4 lanes)	\$4,565,000 \$2,236,950
Chino				Kimball Ave	Widen from Euclid to Hellman (2 to 4 lanes)	\$6,661,000 \$3,263,990
Chino				Pine and Mill Creek	New traffic signal	\$181,000 \$88,690
Chino				Pine and West Preserve Loop	New traffic signal	\$181,000 \$88,690
Chino				Fern and Riverside Dr.	New traffic signal	\$201,000 \$98,490
					TOTAL MEASURE COMMITMENT TO CHINO	\$5,776,610
Rialto				Bloomington Ave and Willow Ave	New traffic signal	\$395,000 \$237,000
Rialto				Merrill Ave and Willow Ave	New traffic signal	\$282,000 \$169,200
Rialto				Cactus Ave and Walnut Ave	New traffic signal	\$282,000 \$169,200
Rialto				Cactus and Randall Ave	New traffic signal	\$282,000 \$169,200
Rialto				Riverside Ave and Alder Ave	New traffic signal	\$282,000 \$169,200
					TOTAL MEASURE COMMITMENT TO RIALTO	\$913,800
Highland				9th Street	Widening from Elmwood Rd to Sterling Ave	\$3,599,000 \$1,943,460
Highland				9th Street	Widening from 380' East to 1,920' West Cunningham Street	\$447,000 \$241,380
					TOTAL MEASURE COMMITMENT TO HIGHLAND	\$2,184,840
					TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS	\$16,196,770

**Attachment 1**

**COOPERATIVE AGREEMENT NO.  
BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY**

**FOR**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and City \_\_\_\_\_ (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identify freeway interchange, major street, and railroad grade separation PROJECT(s) eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, SANBAG has determined that this PROJECT(S) and expenditure phase are included in the SANBAG Nexus Study and are eligible to receive Measure I 2010-2040 funds; and

WHEREAS, because revenue for the PROJECT(S) from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to proceed with the PROJECT(S) at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT(S) immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT(S) expenditures at a later date with Measure I 2010-2040 revenue or other eligible public share revenue available to SANBAG in accordance with the reimbursement schedule established in Policy 40002 of the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### DEFINITIONS:

- COST of a PROJECT is the PROJECT cost for the phase or phases defined in the Scope of Work in Attachment A.
- DEVELOPMENT SHARE of PROJECT cost is the developer contribution percentage, as listed in the SANBAG Nexus Study, times the COST of the PROJECT.
- PUBLIC SHARE of the PROJECT is the COST of the PROJECT minus its DEVELOPMENT SHARE.

### SANBAG AGREES:

1. To reimburse CITY for the PUBLIC SHARE of those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the PUBLIC SHARE amount as calculated by the total cost of the PROJECT minus the DEVELOPMENT SHARE of the cost, as indicated in the Nexus Study. The DEVELOPMENT SHARE of the cost for the PROJECT is as follows:

(list information for each project here)

In the event that the actual PROJECT expenditures are lower than the estimated cost in Attachment A for any individual project, the development percentage shall be applied to the actual expenditures for each.

When non-Measure I funds are included as part of the funding package, the calculation of reimbursement shall be based on policies in the SANBAG Measure I 2010-2040 Strategic Plan. The Strategic Plan provides specific guidance regarding the fund types that buy down the total PROJECT cost, the PUBLIC SHARE cost, and the DEVELOPER SHARE cost (refer to Policy 40001/VS-30).

In the event that additional Federal/State funds are applied to this PROJECT(s), the reimbursement amount shall be recalculated to reflect the change in Federal/State transportation funding.

2. SANBAG shall reimburse CITY for the PUBLIC SHARE in accordance with the reimbursement terms set forth in Policy 40002 of the Measure I 2010-2040 Strategic Plan, and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, SANBAG intends to rely to the maximum extent possible on any prior audit of CITY

performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and the Strategic Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that it will claim reimbursement only for eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, Federal policies and procedures pertaining to the PROJECT(s).
3. After completion of the PROJECT(s), to prepare and submit to SANBAG an original and two copies of signed consultant/contractor invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for any PROJECT expenditures that are not described in the PROJECT-specific work activities.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, during the period of no less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT(s). The audit must state that all funds expended on the PROJECT(s) were used in conformance with this Agreement.
9. CITY agrees that the PROJECT reimbursement schedule will be determined according to Measure I 2010-2040 Policy 40002 of the Measure I 2010-2040 Strategic Plan. CITY acknowledges that SANBAG reserves the right to make modifications to the project advancement repayment policy at any time based on SANBAG Board approval. CITY will be notified by SANBAG of any modifications of this policy within 30 days of its modification.
10. CITY agrees to post signs at the limits of PROJECT(s) noting that PROJECT(s) is (are) funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments/ Measure I and CITY.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$\_\_\_ (as adjusted based on the availability of Federal/State transportation funding as described in SECTION I) or the amount based on actual cost as derived in ARTICLE 1, SECTION I, whichever is less.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement in full for eligible

costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.

5. All reimbursement to member agencies shall be subordinate to debt service on bonds sold to deliver SANBAG sponsored projects.
6. In the event CITY fails to initiate construction by January 31, 2009, fails to complete the PROJECT(s) commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT(s) or any portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. Upon termination, an audit may be performed as provided in Section II, Article (8) of this Agreement.
7. The CITY is responsible for payment of the entire DEVELOPMENT SHARE amount. If there are other jurisdictions with minority DEVELOPMENT SHARE amounts, the CITY is responsible for establishing a cooperative agreement with other jurisdictions that guarantees the reimbursement of the minority DEVELOPMENT SHARE according to terms mutually agreed upon by all parties.
8. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
9. Except as provided in Section III 8., this Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County**  
**Transportation Authority**

**City of**

By: \_\_\_\_\_

President, SANBAG Board of

By: \_\_\_\_\_

Mayor



Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
SANBAG County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**Attachment A**

**Project(s) Scope and Cost**

**Proposed Improvements and project cost:**

**TOTAL NEXUS STUDY PUBLIC SHARE**

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
AVL	Automatic Vehicle Location
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CC	Closed Circuit TV
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CMS	Changeable Message Sign
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
EPW	Senate Committee for Environment and Public Works
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
GPS	Global Positioning System,
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership

ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LLP	Longer Life Pavement
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program

TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TI	Transportation and Infrastructure
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996